

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR. -- 13 PAGE
BOOK

HOMEPORT FARM LIMITED PARTNERSHIP

CERTIFICATE OF AMENDMENT AND REINSTATEMENT

THIS CERTIFICATE OF AMENDMENT AND REINSTATEMENT, made this *9th* day of *August*, 1990, by and between the undersigned parties.

AS filed previously with the Circuit Court of Anne Arundel County on the FIFTH day of March 1981.

WHEREAS, the parties hereto desire to form Homeport Farm Limited Partnership.

NOW, THEREFORE, THIS IS TO CERTIFY that the undersigned do hereby execute the Certificate of Amendment and Reinstatement of Homeport Farm Limited Partnership as follows,

I. Name of partnership:

HOMEPORT FARM LIMITED PARTNERSHIP

II. Principal Office and Resident Agent:

The mailing address for the principal office shall be Home Farm Limited Partnership C/O Derek H. Davis 1905 Hunt Meadow Drive, Annapolis, Maryland 21403. The resident agent shall be Derek H. Davis 1905 Hunt Meadow Drive, Annapolis, Maryland 21403 ✓

III. Name and address of each General Partner:

Derek H. Davis
1905 Hunt Meadow Drive
Annapolis, Md. 21403

Hunting Davis, Jr.
4121 Great Oak Road
Rockville, Md. 20853

Leslie D. Paxton
913 Marco Place
Venice, CA. 90291

Ward H. Davis
P. O. Box 6515
Annapolis, Md. 21401

IV. Term of Partnership:

Until December 31, 2000, unless otherwise terminated.

V. Signatures of General Partners:

IN WITNESS WHEREOF, the parties hereto have duly executed this Certificate of Amendment and Reinstatement as of the *9th* day of *August*, 1990.

WITNESS:

GENERAL PARTNERS:

Derek H. Davis (SEAL)
DEREK H. DAVIS

Leslie D. Paxton (SEAL)
LESLIE D. PAXTON

Hunting Davis, Jr. (SEAL)
HUNTING DAVIS, JR.

Ward H. Davis (SEAL)
WARD H. DAVIS

STATE DEPT. OF
ASSESSMENTS & TAXATION

90 AUG 13 PM 2 47

RECEIVED

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

8/13/90 at 2:47

02268045

H. ENL. SCHAFER
CLERK

1990 OCT 10 PM 12:00

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CLERK'S NOTATION
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satisfactory photographic repro-
duction.

STATE OF MARYLAND

State Department of Assessments and Taxation

Gene L. Burner, Director

O.R. BOOK - - 13 PAGE 2

DOCUMENT CODE

BUSINESS CODE

COUNTY

52

P.A. Religious Close Stock Nonstock

Merging

(Transferor)

Surviving

(Transferee)

CODE AMOUNT FEE REMITTED

10	30	Expedited Fee
20		Organ. & Capitalization
61		Rec. Fee (Arts. of Inc.)
62		Rec. Fee (Amendment)
63		Rec. Fee (Merger or Consolidation)
64		Rec. Fee (Transfer)
65		Rec. Fee (Dissolution)
66		Rec. Fee (Revival)
52		Foreign Qualification
50		Cert. of Qual. or Reg.
51		Foreign Name Registration
13		Certified Copy
56	200	Penalty
54		For. Supplemental Cert.
53		Foreign Resolution
73		Certificate of Conveyance
76		Certificate of Merger/Transfer
75		Special Fee
80		For. Limited Partnership
83		Cert. Limited Partnership
84	50	Amendment to Limited Partnership
85		Termination of Limited Partnership
21		Recordation Tax
22		State Transfer Tax
23		Local Transfer Tax
31		Corp. Good Standing
NA		Foreign Corp. Registration
87		Limited Part. Good Standing
71		Financial
600		Property Reports and late filing penalties
70		Change of P.O., R.A. or R.A.A.
91		Amend/Cancellation, For. Limited Part.
		Other
		Other

Name Change
(New Name)

Change of Name
Change of Principal Office
Change of Resident Agent
Change of Resident Agent Address
Resignation of Resident Agent
Designation of Resident Agent and Resident Agent's Address
Other Change

Code

ATTENTION:

MAIL TO ADDRESS:

Margery Davis
1905 Aunt Mauden Dr.
Annapolis Md
21403

TOTAL FEES

280



Check

Cash

Documents on checks

APPROVED BY:

Pcm

NOTE:

old LP

0000 0012

CLERK'S NOTATION
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CERTIFICATE OF LIMITED PARTNERSHIP
OF
HOMEPORT FARM LIMITED PARTNERSHIP

OR
BOOK -- 13 PAGE 3

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND AUGUST 13, 1990 AT 2:47 O'CLOCK P.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED. (PRIOR TO 7-1-82)

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3067014

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
MARGERY DAVIS
1905 HUNT MEADOW DRIVE
ANNAPOLIS MD 21403

03403040510

A 334483



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

CLERK'S NOTATION
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duction.

BOOK - 13 PAGE 4

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION
CERTIFICATE OF LIMITED PARTNERSHIP
OF

APPROVED FOR RECORD

08-01-90 at 10:32 a.m.

ANNAPOLIS HARBOUR THEATRE LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made this 30th day of July, 1990 by the undersigned general partners.

1. The name of the limited partnership (the "Partnership") is Annapolis Harbour Theatre Limited Partnership.

2. The principal office of the Partnership in the State of Maryland is located at Annapolis Harbour Center, Route 2, Annapolis, Maryland. The name and address of the registered agent for the Partnership is Ronald K. Goldman, 4905 Brookway Drive, Bethesda, Maryland 20816. ✓

3. The name and business address of each general partner is as follows:

Name	Address
K/B Theatres, Inc.	4818 Yuma Street, N.W. Washington, D.C. 20016
Annapolis Theatre Corporation	4818 Yuma Street, N.W. Washington, D.C. 20016

4. The latest date upon which the Partnership is to dissolve is December 31, 2040.

5. The address of the administrative office of the Partnership is 4818 Yuma Street, N.W., Washington, D.C. 20016.

ATTEST:

[Signature]
Assistant Secretary

[Signature]
Assistant Secretary

K/B THEATRES, INC.

By: *[Signature]*
Ronald K. Goldman, President

ANNAPOLIS THEATRE CORPORATION

By: *[Signature]*
Ronald K. Goldman, President

Z:\wp9999-001\MD-CLPAHT.001

90 AUG 1 AM 10 32

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CLERK'S NOTATION
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satisfactory photographic repro-
duction.

CR BOOK -- 13 PAGE 5

STATE OF MARYLAND

State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE 058 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	Name Change (New Name)
10	<u>39</u>	Expedited Fee	
20		Organ. & Capitalization	
61		Rec. Fee (Arts. of Inc.)	
62		Rec. Fee (Amendment)	
63		Rec. Fee (Merger or Consolidation)	
64		Rec. Fee (Transfer)	Change of Name
65		Rec. Fee (Dissolution)	Change of Principal Office
66		Rec. Fee (Revival)	Change of Resident Agent
52		Foreign Qualification	Change of Resident Agent Address
50		Cert. of Qual. or Reg.	Resignation of Resident Agent
51		Foreign Name Registration	Designation of Resident Agent and Resident Agent's Address
13		Certified Copy	Other Change
56		Penalty	
54		For. Supplemental Cert.	
53		Foreign Resolution	
73		Certificate of Conveyance	
76		Certificate of Merger/Transfer	
75		Special Fee	
80		For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	
84		Amendment to Limited Partnership	
85		Termination of Limited Partnership	
21		Recordation Tax	
22		State Transfer Tax	
23		Local Transfer Tax	
31		Corp. Good Standing	
NA		Foreign Corp. Registration	
87	<u>12</u>	Limited Part. Good Standing	
71		Financial	
600		Personal	
		Property Reports and late filing penalties	
70		Change of P.O., R.A. or R.A.A.	
91		Amend/Cancellation, For. Limited Part.	
		Other	
		Other	

Code 019

ATTENTION: Eileen Ferrara

MAIL TO ADDRESS: _____

TOTAL FEES 101

Check _____ Cash _____

NOTE:

Documents on _____ checks

APPROVED BY: _____

0000 0015

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
ANNAPOLIS HARBOUR THEATRE LIMITED PARTNERSHIP

CR
BOOK

- - 13 PAGE

6

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND AUGUST 1, 1990 AT 10:32 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M3059532

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
DUNNELLS, DUVALL, BENNETT
& PORTER-EILEEN FERRARA
2100 PENNSYLVANIA AVE., N.W.
WASHINGTON DC 20037

02403040124

A 333478



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

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OR
BOOK --13 PAGE 7

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

OFFUTT INVESTMENTS LIMITED PARTNERSHIP 2

We, the undersigned parties, constituting all of the General and Limited Partners of Offutt Investments Limited Partnership 2 hereby certify that:

FIRST : The Certificate of Limited Partnership is hereby amended in accordance with §10-202(b)(1) of the Corporations and Associations Article of the Annotated Code of Maryland to correct Schedule A2 attached to the Certificate in order to reflect various gifts of partnership interests made by assignment among the partners as provided under paragraph Fifth of the Certificate of Limited Partnership.

IN WITNESS WHEREOF, we have signed this Amended Certificate of Limited Partnership this 2^d day of JULY, 1990.

We do solemnly declare and affirm under the penalties of perjury that the matters and facts contained in the foregoing Amended Certificate of Limited Partnership are true to the best of our knowledge, information and belief.

M. Willson Offutt, III
M. WILLSON OFFUTT, III

Kathryn W. Offutt
KATHARYN W. OFFUTT

GENERAL PARTNERS

M. Willson Offutt, III
M. WILLSON OFFUTT, III

Kathryn W. Offutt
KATHARYN W. OFFUTT

ANNE RIDGELY HARTZ
ANNE RIDGELY HARTZ

M. Willson Offutt, IV
M. WILLSON OFFUTT, IV

02209207 0697

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION
APPROVED FOR RECORD
8-7-90 at 10:30 a.m.
1990 OCT 10 PM 12:00
H. E. L. SCHAFER
CLERK

RECEIVED

30 AUG 7 AM 10 30

STATE DEPT. OF
ASSESSMENTS & TAXATION

LAW OFFICES
MILLER, MILLER & CANBY
CHARTERED
200-B MONROE STREET
ROCKVILLE, MARYLAND
301 762-5212

0000 0017

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08/01/90 14:18 301 762 6044

MIL MIL & CANBY

0002

OR
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M. Willson Offutt
M. WILLSON OFFUTT, IV, for Leigh E.
Offutt under the UTMA

M. Willson Offutt
M. WILLSON OFFUTT, IV, for M. Willson
Offutt, V under the UTMA

LIMITED PARTNERS

LAW OFFICES
MILLER, MILLER & CANBY
CHARTERED
200-B MONROE STREET
ROCKVILLE, MARYLAND
301 762-5512

2

301 762 6044

0000 0018

SCHEDULE A
OFFUTT INVESTMENTS LIMITED PARTNERSHIP 2
July 2, 1990
Capitalization

General Partners	Real Prop. Agreed Upon Value	Cash	%
M. Willson Offutt, III	\$ 21,998.00		1.0%
Katharyn W. Offutt	21,997.00		1.0%
Limited Partners			
M. Willson Offutt, III	\$881,705.00		40.08252%
Katharyn W. Offutt	782,445.00		35.57007%
Anne Ridgely Offutt Hartz	205,729.00		9.35247%
M. Willson Offutt, IV	185,851.00	\$1.00	8.44882%
M. Willson Offutt, IV			
for Leigh E. Offutt UTMA	50,000.00	1.00	2.27306%
M. Willson Offutt, IV			
for M. Willson Offutt, V	<u>50,000.00</u>	<u>1.00</u>	<u>2.27306%</u>
	\$2,199,725.00	\$3.00	100.00000%

LAW OFFICES
MILLER, MILLER & CANBY
CHARTERED
200-B MONROE STREET
ROCKVILLE, MARYLAND
301 762-8212

3262 0633

0000 0019

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STATE OF MARYLAND

OR BOOK -- 13 PAGE 10

State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE 20 BUSINESS CODE _____ COUNTY 52

M2698967 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock _____

Merging (Transferor) _____ Surviving (Transferee) _____

CODE AMOUNT FEE REMITTED

10 Expedited Fee
20 Organ. & Capitalization
61 Rec. Fee (Arts. of Inc.)
62 Rec. Fee (Amendment)
63 Rec. Fee (Merger or Consolidation)
64 Rec. Fee (Transfer)
65 Rec. Fee (Dissolution)
66 Rec. Fee (Revival)
52 Foreign Qualification
50 Cert. of Qual. or Reg.
51 Foreign Name Registration
13 9 1 Certified Copy 3
56 Penalty
54 For. Supplemental Cert.
53 Foreign Resolution
73 Certificate of Conveyance

Name Change
(New Name) _____

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent
_____ and Resident Agent's Address
_____ Other Change _____

76 Certificate of Merger/Transfer

Code 162

75 Special Fee
80 For. Limited Partnership
83 Cert. Limited Partnership
84 50 Amendment to Limited Partnership
85 Termination of Limited Partnership
21 Recordation Tax
22 State Transfer Tax
23 Local Transfer Tax
31 Corp. Good Standing
NA Foreign Corp. Registration
87 Limited Part. Good Standing
71 Financial
600 _____ Personal
Property Reports and
late filing penalties
70 Change of P.O., R.A. or R.A.A.
91 Amend/Cancellation, For. Limited Part.
Other _____
Other _____

ATTENTION: Sybil C. Vaughn

MAIL TO ADDRESS: _____

TOTAL \$ 59.00
FEES

☒ Check ☐ Cash

NOTE: copy made

Documents on _____ checks

APPROVED BY: DLB

3262 0700

0000 0020

CLERK'S NOTATION
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OR
BOOK -- 13 PAGE 11

CERTIFICATE OF AMENDMENT
OF
OFFUTT INVESTMENTS LIMITED PARTNERSHIP 2

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND AUGUST 7, 1990 AT 10:30 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M2698967

TO THE CLERK OF THE COURT OF ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
HYLIND INFO QUEST
ATTN: SYVIL C. VAUGHN
307 DOLPHIN ST.
BALTIMORE

MD 21217

030C3040106

A 334145



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

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CLERK'S NOTATION

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OR
BOOK

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12

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

8-7-90 at 901a.m.

LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE
OF G. F. & F. LIMITED PARTNERSHIP

THIS LIMITED PARTNERSHIP AGREEMENT, executed on this 23
day of July, 1990, by and among G. F. & F. HOLDING
CO., INC., as "General Partners", and ELZIE L. GILBERT, REVOCABLE
TRUST, REVA FLUHARTY, LOIS L. FRAME, MARK D. PIKE and SANDRA G.
PIKE as "Limited Partners".

ARTICLE I

Formation of Limited Partnership; Name;
Principal Place of business; Resident Agent

Section 1. FORMATION: The Partners hereby form a
Limited Partnership pursuant to the provisions of the
Corporations and Associations Article, Title 10 of the Annotated
Code of Maryland. The Partners shall execute and cause to be
filed, published or both, a Certificate of Limited Partnership as
required by Section 10-201 of the Maryland Revised Uniform
Limited Partnership Action, (RULPA).

Section 2. NAME: The Partnership shall operate
under the name of G. F. & G. LIMITED PARTNERSHIP.

Section 3. PRINCIPAL PLACE OF BUSINESS: The
principal place of business and office of the Partnership shall
be at Chesterfield Centre, 8096 Edwin Raynor Boulevard, Suite B,
Pasadena, Maryland 21122. The business of the Partnership may
also be conducted at such other or additional place or places as
may be designated by the General Partner.

Section 4. RESIDENT AGENT: The name and post
office address of the resident agent of the Partnership in this
State is Vernon G. Frame, Chesterfield Centre, 8096 Edwin Raynor
Boulevard, Suite B, Pasadena, Maryland 21122. Said resident
agent is an individual actually residing in this State.

0219816C

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1990 OCT 10 PM 12:00
MICHAEL SCHAFER
CLERK

OR. BOOK --13 PAGE 13

ARTICLE VII
Profits or Losses

All profits and losses of the Partnership shall be shared as follows:

<u>GENERAL PARTNER</u>	<u>PROFIT & LOSS INTEREST</u>
G. F. & F. Holding Co., Inc.	1.0%
<u>LIMITED PARTNERS</u>	
E. L. Gilbert, Revocable Trust	50.0%
LOIS L. FRAME	19.5%
REVA FLUHARTY	19.5%
Mark D. Pike	5.0%
Sandra G. Pike	5.0%

ARTICLE VII
Cash Flow

Section 1. DEFINITION OF CASH FLOW: Cash flow shall be the net profit or net loss of the Partnership determined in accordance with generally accepted accounting principles adjusted as follows:

A. Depreciation of buildings, improvements and personal property of any type shall not be considered a deduction.

B. Principal payments on all loans, deed of trust, mortgages, conditional sales contracts and other indebtedness shall be considered a deduction.

C. There shall be deducted such amount as the General Partner determines is needed as a reasonable reserve required to conduct the Partnership business or to pay

3251 02:9

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ARTICLE II

Purposes of the Partnership

The purpose of the Partnership is to purchase, improve, develop and drill certain property located in Doddridge County, West Virginia, being approximately 48 acres situated off Oxford Road in Central District, known as Ernestine Leggett Lease, and 72 acres, known as Ralph O. Leggett Lease, and to sell any gas, oil or other minerals discovered thereon.

ARTICLE III

Term of the Partnership

The Partnership shall commence as of the date of this Agreement and shall continue for twenty (20) years unless dissolved earlier, as provided hereafter in this Agreement.

ARTICLE IV

Accounting for the Partnership

Section 1. METHOD OF ACCOUNTING: The Partnership shall keep its accounting records and shall report for income tax purposes on the cash basis. The records shall be maintained in accordance with generally accepted accounting principles.

Section 2. ANNUAL STATEMENTS: The General Partner shall cause annual financial statements of the operations of the Partnership to be prepared. They shall include a balance sheet, statement of operations, and such supporting statements as the General Partner deem relevant.

Section 3. ACCESS TO ACCOUNTING RECORDS: Any Limited Partner shall have reasonable access to the accounting

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records of the Partnership during regular business hours of the Partnership.

Section 4. INCOME TAX INFORMATION: The General Partner shall provide to each Limited Partner information on the Partnership's taxable income or loss and each class of income, gain, loss or deduction that is relevant to reporting Partnership income. The information shall also show each Partner's distributive share of each class of income, gain, loss or deduction. This information shall be furnished to the Limited Partners as soon as possible after the close of the Partnership's taxable year.

ARTICLE V
Capital Contributions

Section 1. INITIAL CAPITAL CONTRIBUTIONS AND NAME AND ADDRESS OF PARTNERS: The original capital contribution for the General and Limited Partners shall be the cash amount set forth next to their respective name. Said contributions and the partners addresses are as follows:

<u>GENERAL PARTNER</u>	<u>CAPITAL CONTRIBUTIONS</u>	<u>PERCENTAGE OF OWNERSHIP AND PROFIT AND LOSS SHARING IN PARTNERSHIP</u>
G. F. & F. Holding Co., Inc. Chesterfiled Centre, Suite B 8096 Edwin-Raynor Blvd. Pasadena, Maryland 21122	\$ 200.00	1.0%
<u>LIMITED PARTNERS</u>		
E. L. Gilbert, Revocable Trust U-D-6-22-88 Elzie L. Gilbert, Trustee P.O. Box 6753 Annapolis, Maryland 21401	\$50,000.00	50.0%

CR. --13 PAGE 16
BOOK

LOIS L. FRAME 1631 Harmony Acres Lane Annapolis, Maryland 21401	\$30,000.00	19.5%
REVA FLUHARTY 94 Valley Street Salem, West Virginia 26426	\$30,000.00	19.5%
Mark D. Pike 721 Larue Road Millersville, Maryland 21108	\$ 5,000.00	5.0%
Sandra G. Pike 721 Larue Road Millersville, Maryland 21108	\$ 5,000.00	5.0%

Section 2. PARTNERSHIP CAPITAL:

A. No Partner shall be paid interest on any capital contribution.

B. Except as otherwise provided in this Agreement, no Partner shall have the right to withdraw, or receive any return of, his capital contribution.

C. Under circumstances requiring a return of any capital contribution, no Partner shall have the right to receive property other than cash, unless otherwise provided in this Agreement.

D. The Limited Partners shall look only to Partnership assets for the return of such capital contributions and no General Partner shall be personally liable for the return of such capital contributions other than from Partnership assets.

Section 3. DISTRIBUTION OF PARTNERSHIP PROFITS: Profits of the Partnership shall be distributed at least annually. Distributions of the profits shall be made to the Partners in the proportions of their interests in profits.

Section 4. ADDITIONAL CAPITAL CONTRIBUTIONS: If

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OR
BOOK --13 PAGE 17

call for additional capital is made, the Limited Partners shall contribute the additional capital in the proportion of their interest in the profits and losses of the Partnership.

Section 5. FAILURE TO CONTRIBUTE ADDITIONAL CAPITAL ON CALL: If any Limited Partner fails to contribute the additional capital required of him within ten (10) days after written call by the General Partner for contribution, the other Limited Partners shall be given the opportunity to contribute amounts that will equal the assessment in default in the proportion of the profit and loss interest in the Partnership of the nondefaulting Partners prior to the call for additional contribution or in any other proportions that they may determine. The allocation of profits or losses among the Limited Partners shall be adjusted after the contributions of the nondefaulting Partners so that each Partners' percentage in the profits and losses of the Partnership shall equal a percentage equal to the capital contribution (both initial and additional) of each Limited Partner, divided by the total initial and additional capital contributions of all Limited Partners times 100%. This adjustment shall be reflected in Article VII of the Partnership for the profit and loss interest of each Limited Partner.

ARTICLE VI Capital Accounts

An individual capital account shall be maintained for each Partner. The capital interest of each Partner shall consist of his original contribution, increased by (1) distributions to him in reduction of his Partnership capital and (2) his share of Partnership losses, if transferred from his drawing account.

7261 9227

0000 0027

anticipated future expenses.

D. Any other cash expenditures which have not been deducted in determining net profits or net losses shall be considered a deduction.

E. There shall be added other cash receipts of the Partnership which have not been taken into account in determining net profits or net losses including, but not limited to, proceeds from any refinancing of Partnership loans.

Section 2. DISTRIBUTION OF CASH FLOW: At least once a year the cash flow of the Partnership, if any, shall be distributed to the Partners in the following order:

A. To the Limited Partners in proportion to the credit balances in their capital accounts to the extent of the credit balance in their capital accounts.

B. To the General Partner to the extent of the credit balance in its respective capital accounts.

C. The balance, if any, shall be distributed to all Partners in the proportions set forth in Article VII, as amended from time to time.

ARTICLE IX

Administrative Provisions

Section 1. MANAGEMENT: All of the business of the Partnership, including, but not limited to, decisions on all tax elections, shall be under the exclusive management of the General Partner. The Limited Partners shall not participate in the management of the business of the Partnership. All determinations affecting the conduct of the business of the Partnership shall be made by a majority vote of the General Partner. The General Partner shall have one (1) vote for each 1% percent in the profits and losses of the Partnership as specified in Article VII hereof.

3261 0224

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Section 2. TIME DEVOTED BY GENERAL PARTNER: The parties understand that the General Partner has other business activities, which, over the year, take the major part of its total time devoted to business matters. Accordingly, the General Partner is required to devote to the business of the Partnership only the time and attention as it, in its sole discretion, shall feel is required.

Section 3. BANK ACCOUNTS: One or more Partnership bank accounts shall be established and checks from the accounts must be signed by the General Partner.

Section 4. DEFINITIONS:

A. Masculine, feminine and neuter words have been used interchangeably herein and plural words have been used to include the singular and the singular the plural except where the content clearly requires a difference interpretation.

B. "Partners" shall refer, collectively, to the partners listed in this Agreement. Reference to a partner shall be to any one of the partners.

C. "Partnership" shall mean the partnership subject to this Agreement.

D. "Person" shall refer to any individual, partnership, corporation, trust or other legal entity.

E. "State" shall refer to the State of Maryland.

Section 5. LIABILITY OF LIMITED PARTNERS: No Limited Partner shall be personally liable for any of the debts, obligations or liabilities of the Partnership or any of the losses thereof beyond the amount of his agreed-to capital contribution, anything to the contrary herein inferable notwithstanding.

Section 6. SALE OF PROPERTY: A majority of interests of the General and Limited Partners, voting

7251 0025

OR
BOOK --13 PAGE 20

together, can order a sale of all or substantially all of the Partnership property at any time.

ARTICLE X
Salary to General Partner

A salary will be paid to the General Partner for services rendered by it to the Partnership.

ARTICLE XI
Transfer of Partnership Interest

Section 1. DEATH OR WITHDRAWAL OF A GENERAL PARTNER: If a General Partner shall die or withdraw, the Partnership shall not terminate. The withdrawing Partner or the Personal Representative and on distribution by the Personal Representative of said interest, the ultimate beneficiary or beneficiaries of the deceased General Partner shall become a Limited Partner with the same share of profits or losses of the Partnership as before the event and shall have all the rights of a Limited Partner; provided, however, the the withdrawn Partner or the Personal Representative or beneficiaries of the deceased Partner shall remain liable on any Partnership debts for which the withdrawn Partner or deceased Partner were liable at the time of his withdrawal or death.

Section 2. DEATH OF A LIMITED PARTNER: If a Limited Partner dies, his Personal Representative or other successor in interest shall have all the rights and privileges of a Limited Partner.

Section 3. DONEE OR OTHER ASSIGNEE OF A LIMITED PARTNER: The donee or other assignee of all or a part of the interest of a Limited Partner shall have all the rights and privileges of a Limited Partner.

225: 0225

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OR
BOOK -- 13 PAGE 21

Section 4. DONEE BOUND BY AGREEMENT: The
transferre of any General or Limited Partner's interest in the
Partnership shall be subject to all of the terms, conditions,
[Brestrictions and obligations of this Agreement.

ARTICLE XII

Sale of a Partnership Interest

Section 1. SALE OF INTEREST OF THE GENERAL
PARTNER: The General Partner may not sell or transfer all or
any part of its interest in the Partnership, except with the
written consent of Limited Partners having a total interest in
capital in excess of 50% of the total interest in the capital
of all Limited Partners.

Section 2. SALE OF INTEREST OF A LIMITED
PARTNER: A Limited Partner may sell his Partnership interest
to a General or Limited Partner. A Limited Partner may not
sell all or any part of his Partnership interest to a person
who is not already a member of the Partnership, except on the
following conditions.

A. The interest shall first be offered
in writing to the Partnership at the price and on the terms on
which it is proposed to be sold ("the price" and "the terms"),
and the Partnership shall have a period of thirty (30) days to
accept or reject the offer in whole or in part, at the price
(prorated, if the offer is accepted in part) and on the terms.

B. If the offer is rejected in whole or
in part by the Partnership, the interest or the remaining
interest of the Limited Partner shall next be offered in
writing to the other Limited Partners for a period of twenty
(20) days next following expiration of the thirty (30) day
period. The offer to the other Limited Partners shall be
prorated in accordance with the ratio of the capital interests
of each Limited Partner to the total capital interests of all

3251 0227

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the Limited Partners other than the one making the offer, on the terms and at the prices (as to each offeree) determined by prorating the price. If not all the remaining interest is disposed of under the apportionment, each Limited Partner desiring to purchase a portion of the remaining interest shall be entitled to purchase the portion that remains undisposed of as his interest in the profit and losses of the Partner determined under Article VII, bears to the interest in the profit and losses of the Partnership of all other Limited Partners desiring to purchase portions of the remaining interest.

C. If none or only a portion of the interest of the Limited Partner desiring to sell the same is purchased in accordance with Paragraphs A and B, then the Limited Partner may sell his interest or the remainder of it to a third person during the three (3) month period following the expiration of the twenty (20) day period referred to in Paragraph B, but at a price not lower than the price (prorated if only a portion), and on terms no more favorable than the terms. After the expiration of the three (3) month period, no portion of the interest shall be sold without first being reoffered to the Partnership and the remaining Partners in accordance with Paragraphs A and B.

D. Any sale or transfer or purported sale or transfer of any Limited Partnership interest shall be null and void unless made strictly in accordance with the provisions of this Article. The transferee of any Limited Partners' interest in the Partnership shall be subject to all the terms, conditions, restrictions, and obligations of this Agreement, including the provisions of this Article.

ARTICLE XIII

Right to Dissolve the Partnership

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OR
BOOK --13 PAGE 23

Section 1. RIGHT TO DISSOLVE THE PARTNERSHIP:
No Partner shall have the right to cause dissolution of the Partnership before the expiration of the term for which it is formed.

Section 2. WINDING UP THE PARTNERSHIP: In the event of a voluntary dissolution, the Partnership shall immediately commence to wind up its affairs. The Partners shall continue to share profits or losses during liquidation in the same proportions as before dissolution. The proceeds from liquidation of Partnership assets shall be applied as follows:

A. Payment to creditors of the Partnership, other than Partners, in the order of priority provided by law.

B. Payment to Partners for loans made by [B]them to the Partnership.

C. Payment to the Limited Partners of the credit balances in their capital accounts.

D. Payment to the General Partner of the credit balances in its capital accounts.

Section 3. GAINS OR LOSSES IN PROCESS OF LIQUIDATION: Any gain or loss on disposition of Partnership properties in the process of liquidation shall be credited or charged to the Partners in the proportions of their interests in profits or losses as specified in Article VII. Any property distributed in kind in the liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on sale of the property and shall be credited or charged to the Partners in the proportions of their interests in profits or losses as specified in Article VII.

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OR
BOOK - - 13 PAGE 24

ARTICLE XIV
Power of Attorney

The Limited Partners hereby irrevocably appoint and empower the General Partner, their attorneys-in-fact to execute, acknowledge, and swear to all instruments and file all documents requisite to carry out the intention and purpose of the Partnership, including without limitation, the filing of all business certificates and amendments to this Agreement from time to time in accordance with all applicable laws; provided, however, that the General Partner shall not have the authority to increase the liabilities or reduce the rights of a Limited Partner without his express written consent. This Power of Attorney shall be deemed a power coupled with an interest and shall survive the assignment by any Limited Partner of the whole or any part of his interest in the Partnership.

ARTICLE XV
Amendments

The Partnership Agreement may be amended by a written Agreement executed by a majority in interest of the General Partner and Limited Partners.

IN WITNESS WHEREOF, the Partners have signed this Agreement of Limited Partnership, the day and year first above written.

WITNESS:

G.F.&F. HOLDING CO., INC.

By: Vernon G. Frame
VERNON G. FRAME, PRES
General Partner 3261 0230

0000 0034

OR
BOOK -- 13 PAGE 25

Elzbie L. Gilbert

Reva Fluharty (SEAL)
REVA FLUHARTY,
Limited Partner

Elzbie L. Gilbert

Elzie L. Gilbert (SEAL)
ELZIE L. GILBERT,
as Trustee for E. L. Gilbert
Revocable Trust, UD-6-22-88,
Limited Partner

Lois L. Frame

Lois L. Frame (SEAL)
LOIS L. FRAME,
as Limited Partner

Mark D. Pike

Mark D. Pike (SEAL)
MARK D. PIKE,
as Limited Partner

Sandra G. Pike

Sandra G. Pike (SEAL)
SANDRA G. PIKE,
as Limited Partner

STATE OF MARYLAND, COUNTY OF Anne Arundel, to wit:

I HEREBY CERTIFY, that on this 28th day of MAY,
1990, REVA FLUHARTY, Limited Partner, personally appeared
before me, a Notary Public in and for the State and County
aforesaid, who made oath in due form of law that she executed
the above document as her act and deed.

As witness my hand and Notarial Seal.

Elzbie L. Gilbert
NOTARY PUBLIC

My Commission Expires:

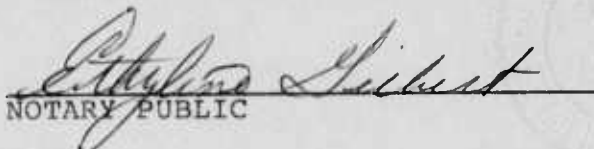
7/1/90

0000 0035

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 28th day of May,
1990, ELZIE L. GILBERT, Trustee of the E. L. Gilbert Revocable
Trust, Limited Partner, personally appeared before me, a Notary
Public in and for the State and County aforesaid, who made oath
in due form of law that he executed the above document as his act
and deed.

As witness my hand and Notarial Seal.

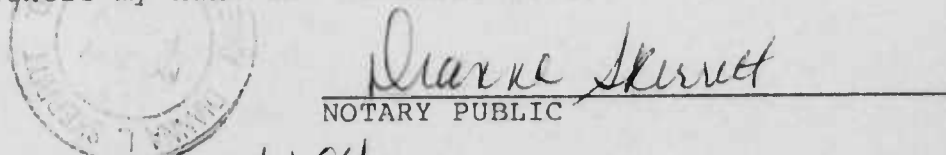

NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/1/91

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 23 day of July,
1990, LOIS L. FRAME, Limited Partner, personally appeared before
me, a Notary Public in and for the State and County aforesaid,
who made oath in due form of law that she executed the above
document as her act and deed.

As witness my hand and Notarial Seal.


NOTARY PUBLIC

MY COMMISSION EXPIRES: 11-1-94

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 28th day of May,
1990, MARK D. PIKE, Limited partner, personally appeared before
me, a Notary Public i and for the State and County aforesaid, who
made oath in due form of law that he executed the above document
as his act and deed.

3261 0272

OR. BOOK --13 PAGE 27

As witness my hand and Notarial Seal.

Richard Hillert
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/1/90

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 28th day of May, 1990, SANDRA G. PIKE, Limited Partner, personally appeared before me, a Notary Public in and for the State and County aforesaid, who made oath in due form of law that she executed the above document as her act and deed.

As witness my hand and Notarial Seal.

Richard Hillert
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/1/90

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 23 day of July, 1990, VERNON G. FRAME, General Partner, personally appeared before me, a Notary Public in and for the State and County aforesaid, who made oath in due form of law that he executed the above document as his act and deed.

As witness my hand and Notarial Seal.

Diana Skerrett
NOTARY PUBLIC

My Commission Expires: 11-1-94

3261 0377

0000 0037

STATE OF MARYLAND

State Department of Assessments and Taxation

Gene L. Burner, Director

OR
BOOK

- - 13 PAGE

28

DOCUMENT CODE

05

BUSINESS CODE

COUNTY

52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging
(Transferor)Surviving
(Transferee)

CODE AMOUNT FEE REMITTED

10 _____ Expedited Fee
 20 _____ Organ. & Capitalization
 61 _____ Rec. Fee (Arts. of Inc.)
 62 _____ Rec. Fee (Amendment)
 63 _____ Rec. Fee (Merger or Consolidation)
 64 _____ Rec. Fee (Transfer)
 65 _____ Rec. Fee (Dissolution)
 66 _____ Rec. Fee (Revival)
 52 _____ Foreign Qualification
 50 _____ Cert. of Qual. or Reg.
 51 _____ Foreign Name Registration
 13 _____ Certified Copy
 56 _____ Penalty
 54 _____ For. Supplemental Cert.
 53 _____ Foreign Resolution
 73 _____ Certificate of Conveyance

Name Change
(New Name)

_____ Change of Name
 _____ Change of Principal Office
 _____ Change of Resident Agent
 _____ Change of Resident Agent Address
 _____ Resignation of Resident Agent
 _____ Designation of Resident Agent and Resident Agent's Address
 _____ Other Change

76 _____ Certificate of Merger/Transfer

Code _____

75 _____ Special Fee
 80 _____ For. Limited Partnership
 83 30 _____ Cert. Limited Partnership
 84 _____ Amendment to Limited Partnership
 85 _____ Termination of Limited Partnership
 21 _____ Recordation Tax
 22 _____ State Transfer Tax
 23 _____ Local Transfer Tax
 31 _____ Corp. Good Standing
 NA _____ Foreign Corp. Registration
 87 _____ Limited Part. Good Standing
 71 _____ Financial
 600 _____ _____ Personal
 _____ Property Reports and late filing penalties
 70 _____ Change of P.O., R.A. or R.A.A.
 91 _____ Amend/Cancellation, For. Limited Part.
 _____ Other
 _____ Other

ATTENTION: _____

MAIL TO ADDRESS: _____

Vernon G. Frame, P.A.
Chesterfield Centre
8096 Edwin Raynor Blvd.
Suite B
Pasadena, Md. 21122

TOTAL FEES \$ 50.00☒ Check☐ Cash

NOTE: _____

Documents on _____ checks

APPROVED BY: AWB

0000 0038

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
G. F. & G. LIMITED PARTNERSHIP

OR
BOOK - - 13 PAGE 29

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND AUGUST 7, 1990 AT 9:01 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3062890

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
VERNON G. FRAME
CHESTERFIELD CENTRE
8096 EDWIN RAYNOR BLVD., STE. B
PASADENA MD 21122

028C3040039

A 333889



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

0000 0039

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

DWS
8-1-90 at 149 ^{OR} _{BOOK} -- 13 PAGE

30

CERTIFICATE OF LIMITED PARTNERSHIP
OF

OSPREY ASSOCIATES COMMUNICATIONS LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Certificate") is made this 31st day of July, 1990, by Osprey Investment Company, a Maryland Corporation, as the General Partner.

EXPLANATORY STATEMENT

Osprey Investment Company desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act, hereby forms a limited partnership for the purposes and on the terms and conditions hereinafter set forth (the "Partnership"), and hereby certifies to the Maryland State Department of Assessments and Taxation as follows:

1. The name of the Partnership shall be "Osprey Associates Communications Limited Partnership".

2. The Partnership is formed for the purposes of applying for, constructing and operating one or more stations in the Multichannel Multipoint Distribution Service ("MMDS") at various locations throughout the United States, for the purposes of purchasing and operating equipment and other real and personal property used or useful in connection with said Station(s) and to engage in any and all general business activities related or incidental thereto consistent with the terms and conditions of the Partnership Agreement.

3. The address of the principal office of the Partnership is 180 Admiral Cochrane Drive, Suite 205, Annapolis, Maryland 21401. The name and address of the resident agent of the Partnership are Osprey Investment Company, 180 Admiral Cochrane Drive, Suite 205, Annapolis, Maryland 21401.

4. The name and business address of the General Partner is:

Osprey Investment Company
180 Admiral Cochrane Dr.
Suite 205
Annapolis, Maryland 21401.

H. ELLI SCHAFER
CLERK

1990 OCT 10 PM 12:00

02198052

0000 0040

5. The relations of the partners and the affairs of the Partnership shall be governed by a partnership agreement (the "Partnership Agreement") which may be amended from time to time by the partners of the Partnership.

6. The latest date upon which the Partnership shall be dissolved and its affairs wound up shall be December 31, 2040.

IN WITNESS WHEREOF, the General Partner acknowledges that this Certificate of Limited Partnership is its act, and further acknowledges, under penalties of perjury, to the best of its knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that it has executed this Certificate of Limited Partnership under seal as of the day and year first above written.

WITNESS:

Sharon Bynum

GENERAL PARTNERS:

Osprey Investment Company

By: *David R. Lewis* (SEAL)
David R. Lewis, President

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

STATE OF MARYLAND

State Department of Assessments and Taxation

Gene L. Burner, Director

OR BOOK -- 13 PAGE

32

DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE AMOUNT FEE REMITTED

10 _____ Expedited Fee
20 _____ Organ. & Capitalization
61 _____ Rec. Fee (Arts. of Inc.)
62 _____ Rec. Fee (Amendment)
63 _____ Rec. Fee (Merger or Consolidation)
64 _____ Rec. Fee (Transfer)
65 _____ Rec. Fee (Dissolution)
66 _____ Rec. Fee (Revival)
52 _____ Foreign Qualification
50 _____ Cert. of Qual. or Reg.
51 _____ Foreign Name Registration
13 _____ 1 Certified Copy 2
56 _____ Penalty
54 _____ For. Supplemental Cert.
53 _____ Foreign Resolution
73 _____ Certificate of Conveyance

Name Change
(New Name) _____

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent and Resident Agent's Address
_____ Other Change _____

76 _____ Certificate of Merger/Transfer

Code _____

75 _____ Special Fee
80 _____ For. Limited Partnership
83 50 _____ Cert. Limited Partnership
84 _____ Amendment to Limited Partnership
85 _____ Termination of Limited Partnership
21 _____ Recordation Tax
22 _____ State Transfer Tax
23 _____ Local Transfer Tax
31 _____ Corp. Good Standing
NA _____ Foreign Corp. Registration
87 _____ Limited Part. Good Standing
71 _____ Financial

ATTENTION: _____

E. Thomas Stoddard

MAIL TO ADDRESS: _____

Osprey Investment Co.
180 Admiral Cochrane Dr.
Suite 205
Annapolis, Md. 21401

TOTAL FEES \$ 58.00

☒ Check ☐ Cash

NOTE: _____

Documents on _____ checks

APPROVED BY: [Signature]

0000 0042

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
OSPREY ASSOCIATES COMMUNICATIONS LIMITED
PARTNERSHIP

OR
BOOK -- 13 PAGE 33

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND AUGUST 1, 1990 AT 1:49 O'CLOCK P.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID.

RECORDING
FEE PAID.

SPECIAL
FEE PAID.

\$

\$ 50.00

\$

M3062544

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
OSPREY INVESTMENT COMPANY
ATTN: E. THOMAS STODDARD
180 ADMIRAL COCHRANE DR.
SUITE 5
ANNAPOLIS MD 21401

028C3040006

A 333868



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

0000 0043

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

8-1-90 at 1:49pm.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
OSPREY/BALDWIN COMMUNICATIONS LIMITED PARTNERSHIP

BOOK -- 13 PAGE 31

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Certificate") is made this 31st day of July, 1990, by Osprey Investment Company, a Maryland Corporation, and The Baldwin Corporation, a Maryland Corporation, as the General Partners.

EXPLANATORY STATEMENT

Osprey Investment Company and The Baldwin Corporation desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act, hereby form a limited partnership for the purposes and on the terms and conditions hereinafter set forth (the "Partnership"), and hereby certify to the Maryland State Department of Assessments and Taxation as follows:

1. The name of the Partnership shall be "Osprey/Baldwin Communications Limited Partnership".

2. The Partnership is formed for the purposes of applying for, constructing and operating one or more stations in the Multichannel Multipoint Distribution Service ("MMDS") at various locations throughout the United States, for the purposes of purchasing and operating equipment and other real and personal property used or useful in connection with said Station(s) and to engage in any and all general business activities related or incidental thereto consistent with the terms and conditions of the Partnership Agreement.

3. The address of the principal office of the Partnership is 180 Admiral Cochrane Drive, Suite 205, Annapolis, Maryland 21401. The name and address of the resident agent of the Partnership are Osprey Investment Company, 180 Admiral Cochrane Drive, Suite 205, Annapolis, Maryland 21401.

4. The name and business address of the General Partners are:

Osprey Investment Company
180 Admiral Cochrane Dr.
Suite 205
Annapolis, Maryland 21401.

The Baldwin Corporation
One Church View Road
Millersville, MD 21108

02148062

0000 0044

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

5. The relations of the partners and the affairs of the Partnership shall be governed by a partnership agreement (the "Partnership Agreement") which may be amended from time to time by the partners of the Partnership.

6. The latest date upon which the Partnership shall be dissolved and its affairs wound up shall be December 31, 2040.

IN WITNESS WHEREOF, the General Partners acknowledge that this Certificate of Limited Partnership is their act, and further acknowledge, under penalties of perjury, to the best of their knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that they have executed this Certificate of Limited Partnership under seal as of the day and year first above written.

WITNESS:

Sharon Byrum

David L. Haskorian

GENERAL PARTNERS:

Osprey Investment Company

By: *David R. Lewis* (SEAL)
David R. Lewis, President

The Baldwin Corporation

By: *Thomas I. Baldwin* (SEAL)
Thomas I. Baldwin, President

STATE OF MARYLAND

State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE AMOUNT FEE REMITTED

10 _____ Expedited Fee
 20 _____ Organ. & Capitalization
 61 _____ Rec. Fee (Arts. of Inc.)
 62 _____ Rec. Fee (Amendment)
 63 _____ Rec. Fee (Merger or Consolidation)
 64 _____ Rec. Fee (Transfer)
 65 _____ Rec. Fee (Dissolution)
 66 _____ Rec. Fee (Revival)
 52 _____ Foreign Qualification
 50 _____ Cert. of Qual. or Reg.
 51 _____ Foreign Name Registration
 13 8 1 Certified Copy 2
 56 _____ Penalty
 54 _____ For. Supplemental Cert.
 53 _____ Foreign Resolution
 73 _____ Certificate of Conveyance

Name Change
(New Name) _____

_____ Change of Name
 _____ Change of Principal Office
 _____ Change of Resident Agent
 _____ Change of Resident Agent Address
 _____ Resignation of Resident Agent
 _____ Designation of Resident Agent
 _____ and Resident Agent's Address
 _____ Other Change _____

76 _____ Certificate of Merger/Transfer

Code _____

75 _____ Special Fee
 80 _____ For. Limited Partnership
 83 50 _____ Cert. Limited Partnership
 84 _____ Amendment to Limited Partnership
 85 _____ Termination of Limited Partnership
 21 _____ Recordation Tax
 22 _____ State Transfer Tax
 23 _____ Local Transfer Tax
 31 _____ Corp. Good Standing
 NA _____ Foreign Corp. Registration
 87 _____ Limited Part. Good Standing
 71 _____ Financial
 600 _____ Personal
 _____ Property Reports and late filing penalties
 70 _____ Change of P.O., R.A. or R.A.A.
 91 _____ Amend/Cancellation, For. Limited Part.
 _____ Other
 _____ Other

ATTENTION:

E. Thomas Stoddard

MAIL TO ADDRESS:

Osprey Investment Co.
180 Admiral Cochrane Dr.
Suite 205
Annapolis, Md. 21401

TOTAL FEES \$ 58.00☒ Check☐ CashNOTE: Copy made

Documents on _____ checks

APPROVED BY: corus

0000 0046

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR
BOOK -- 13 PAGE 37

CERTIFICATE OF LIMITED PARTNERSHIP
OF
OSPREY/BALDWIN COMMUNICATIONS LIMITED
PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND AUGUST 1, 1990 AT 1:49 O'CLOCK P.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M3061918

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
OSPREY INVESTMENT COMPANY
ATTN: E. THOMAS STODDARD
190 ADMIRAL COCHRANE DRIVE
SUITE 205
ANNAPOLIS MD 21401

027C3040580

A 333807



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

0000 0047

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

8-3-90 at 9:08 A.M.

CERTIFICATE OF LIMITED PARTNERSHIP ^{OR BOOK} - - 13 PAGE

38

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made this 15th day of July, 1990, by the undersigned General Partner.

WITNESSETH:

The undersigned, Treasure Ventures, Limited, a Maryland corporation, being the sole general partner of Treasure Ventures Limited Partnership II (the "Partnership"), hereby certifies that:

Throughout this Certificate, any word or words that are defined in the Maryland Revised Uniform Limited Partnership Act, as amended from time to time ("MRULPA"), shall have the same meaning as provided in the MRULPA.

1. Partnership Name. The name of the Partnership shall be:

"TREASURE VENTURES LIMITED PARTNERSHIP II."

2. Principal Office and Resident Agent. The address of the principal office of the Partnership in this State is 344 Edgewood Road, Linthicum, Maryland 21090. The name and address of the resident agent of the Partnership in this State are Robert E. Trevillian, III, 344 Edgewood Road, Linthicum, Maryland 21090.

3. Name and Address of General Partner. The name and business address of the sole general partner are Treasure Ventures, Limited, at 344 Edgewood Road, Linthicum, Maryland 21090.

4. Dissolution. The latest date upon which the Partnership is to dissolve is December 31, 2000.

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been executed this 15th day of July, 1990.

GENERAL PARTNER:

TREASURE VENTURES, LIMITED

By: G. Thomas Marsh, Jr.
G. Thomas Marsh, Jr., Treasurer
and Secretary

02158202

1990 OCT 10 PM 12:01
H. L. SCHAFER
CLERK

1990 AUG - 3 - 9 08

1990 JUL 20 4 8 21

0000 0048

OR
BOOK --13 PAGE

39

TREASURE VENTURES, LIMITED
344 Edgewood Road
Linthicum, Maryland 21090

July 30, 1990

State Department of Assessments
and Taxation
301 West Preston Street
Baltimore, Maryland 21201

Re: Treasure Ventures Limited Partnership II

Gentlemen:

Treasure Ventures, Limited, a Maryland corporation, hereby
irrevocably consents to the filing of a Certificate of Limited
Partnership by Treasure Ventures Limited Partnership II with the
Maryland State Department of Assessments and Taxation and the use
by such entity of such name.

Sincerely,

TREASURE VENTURES, LIMITED

By: *G. Thomas Marsh, Jr.*
G. Thomas Marsh, Jr., Treasurer
and Secretary

Consent.

0000 0049

STATE OF MARYLAND

State Department of Assessments and Taxation

Gene L. Burner, Director

OR BOOK -- 13 PAGE

40

DOCUMENT CODE 05

BUSINESS CODE

COUNTY 52

P.A. Religious Close Stock Nonstock

Merging (Transferor)

Surviving (Transferee)

CODE AMOUNT FEE REMITTED
10 Expedited Fee
20 Organ. & Capitalization
61 Rec. Fee (Arts. of Inc.)
62 Rec. Fee (Amendment)
63 Rec. Fee (Merger or Consolidation)
64 Rec. Fee (Transfer)
65 Rec. Fee (Dissolution)
66 Rec. Fee (Revival)
52 Foreign Qualification
50 Cert. of Qual. or Reg.
51 Foreign Name Registration
13 Certified Copy
56 Penalty
54 For. Supplemental Cert.
53 Foreign Resolution
73 Certificate of Conveyance

Name Change (New Name)

Change of Name
Change of Principal Office
Change of Resident Agent
Change of Resident Agent Address
Resignation of Resident Agent
Designation of Resident Agent and Resident Agent's Address
Other Change

76 Certificate of Merger/Transfer

Code 140

75 Special Fee
80 For. Limited Partnership
83 50 Cert. Limited Partnership
84 Amendment to Limited Partnership
85 Termination of Limited Partnership
21 Recordation Tax
22 State Transfer Tax
23 Local Transfer Tax
31 Corp. Good Standing
NA Foreign Corp. Registration
87 Limited Part. Good Standing
71 Financial
600 Personal
Property Reports and late filing penalties
70 Change of P.O., R.A. or R.A.A.
91 Amend/Cancellation, For. Limited Part.
Other
Other

ATTENTION: Steven B. Preller

MAIL TO ADDRESS:

TOTAL FEES 50

Check Cash

Documents on checks

APPROVED BY: [Signature]

NOTE: Consent letter

CLERK'S NOTATION
Document submitted for record in a condition not permitting satisfactory photographic reproduction.

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CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
TREASURE VENTURES LIMITED PARTNERSHIP II

OR
BOOK --13 PAGE 41

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND AUGUST 3, 1990 AT 9:08 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M3061892

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
BLUMENTHAL, WAYSON, DOWNS AND
OFFUTT, P.A.-STEVEN B. PRELLER
POST OFFICE BOX 868
121 CATHEDRAL STREET
ANNAPOLIS MD 21404

027C3040578

A 333805



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

7-31-90 at 10:15 a.m.

CERTIFICATE OF AMENDMENT OF LIMITED PARTNERSHIP

OR
BOOK -- 13 PAGE

42

THIS CERTIFICATE OF AMENDMENT OF LIMITED PARTNERSHIP is made
this 28th day of June, 1990, by and between the undersigned parties.

WITNESSETH:

We, the undersigned parties, constituting all of the General Partners
of Jacob's Meadow Limited Partnership hereby certify that:

Throughout this Certificate, any word or words that are defined in the
Maryland Revised Uniform Limited Partnership Act, as amended from time to
time, ("MRULPA") shall have the same meaning as provided in the MRULPA, and
the word or words listed below within quotation marks shall be deemed to
include the words which follow them:

A. "Certificate" - This Certificate of Amendment.

B. "Partnership" - This Limited Partnership.

1. Partnership Name. The name of the Partnership is "Jacob's
Meadow Limited Partnership".

2. Amendment to Certificate. The Certificate of Limited
Partnership of the Partnership dated April 12, 1989, between Lawrence J. White
and Karen V. White, as general partners, and Lawrence J. White, Karen V.
White, John F. Bowlin, QE Capital Corp and Consolidated Builders, Ltd. as
limited partners, is amended as follows:

2.1. The percentage of partnership interest of each of
the partners are as follows:

1990 OCT 10 PM 12:01
CLERK

1990 OCT 10 PM 12:01

1990 JUL 31 A 10:15

1990 JUL 25

02128340

00000052

GENERAL PARTNERS

Lawrence J. White and Karen V. White

PERCENTAGE INTEREST

1%

LIMITED PARTNERS

John F. Bowlin
Lawrence J. White and Karen V. White
Q.E. Capital Corp
Arnold Building Contractors, Inc.
R.J.R. Associates, Ltd.

PERCENTAGE INTEREST

30%
45%
8%
8%
8%

WITNESS the following signatures and seals, the parties hereto having
executed this Certificate of Amendment of Limited Partnership individually and
as partners.

WITNESS:

Robert J. Rochette Jr.

Robert J. Rochette Jr.

Robert J. Rochette Jr.

Robert J. Rochette Jr.

M. W. Haff

Lucy Cochran

GENERAL PARTNERS

Lawrence J. White (SEAL)

Karen V. White (SEAL)

LIMITED PARTNERS

Lawrence J. White (SEAL)

Karen V. White (SEAL)

John F. Bowlin (SEAL)

Q.E. CAPITAL CORP

By: M. W. Haff (SEAL)
Maurice W. Haff, President

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR
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ARNOLD BUILDING CONTRACTORS, INC.

Frederick Overhiser

By: Fred W Chwastoff (SEAL)
PRESIDENT

R.J.R. ASSOCIATES, LTD.

Frederick Overhiser

By: Robert J. Rochette, Jr. (SEAL)
PRESIDENT

CONSOLIDATED BUILDERS, LTD.

Frederick Overhiser

By: Robert J. Rochette, Jr. (SEAL)
Robert J. Rochette, Jr.,
President

4618B

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MA

OR
BOOK -- 13 PAGE

45.

STATE OF MARYLAND

State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE 20

BUSINESS CODE _____

COUNTY 52# M2773554

P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging
(Transferor) _____Surviving
(Transferee) _____

CODE AMOUNT FEE REMITTED

10	_____	Expedited Fee
20	_____	Organ. & Capitalization
61	_____	Rec. Fee (Arts. of Inc.)
62	_____	Rec. Fee (Amendment)
63	_____	Rec. Fee (Merger or Consolidation)
64	_____	Rec. Fee (Transfer)
65	_____	Rec. Fee (Dissolution)
66	_____	Rec. Fee (Revival)
52	_____	Foreign Qualification
50	_____	Cert. of Qual. or Reg.
51	_____	Foreign Name Registration
13	_____	Certified Copy _____
56	_____	Penalty
54	_____	For. Supplemental Cert.
53	_____	Foreign Resolution
73	_____	Certificate of Conveyance
76	_____	Certificate of Merger/Transfer
75	_____	Special Fee
80	_____	For. Limited Partnership
83	_____	Cert. Limited Partnership
84	<u>50</u>	Amendment to Limited Partnership
85	_____	Termination of Limited Partnership
21	_____	Recordation Tax
22	_____	State Transfer Tax
23	_____	Local Transfer Tax
31	_____	Corp. Good Standing
NA	_____	Foreign Corp. Registration
87	_____	Limited Part. Good Standing
71	_____	Financial
600	_____	Property Reports and _____ Personal
70	_____	late filing penalties
91	_____	Change of P.O., R.A. or R.A.A.
_____	_____	Amend/Cancellation, For. Limited Part.
_____	_____	Other
_____	_____	Other

Name Change
(New Name) _____

_____ Change of Name
 _____ Change of Principal Office
 _____ Change of Resident Agent
 _____ Change of Resident Agent Address
 _____ Resignation of Resident Agent
 _____ Designation of Resident Agent
 _____ and Resident Agent's Address
 _____ Other Change

Code _____

ATTENTION: _____

Robert J. Rochette Jr.

MAIL TO ADDRESS: _____

R.J.R. Associates, Ltd.
149 Georgetown Road
Annapolis, Md. 21403
TOTAL FEES \$50.00☒ Check☐ CashDocuments on 2 checks

NOTE: _____

APPROVED BY: AUB

3260 0997

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CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF AMENDMENT
OF
JACOB'S MEADOW LIMITED PARTNERSHIP

OR
BOOK -- 13 PAGE 46

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JULY 31, 1990 AT 10:15 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M2773554

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
R.J.R. ASSOCIATES, LTD.
ATTN: ROBERT J. ROCHETTE JR.
149 GEORGETOWN RD.
ANNAPOLIS MD 21403

026C3040480

A 333710



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

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CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DEPARTMENT OF ASSESSMENTS
TAXATION
APPROVED FOR RECORD

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BOOK

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47

07-11-90 at 1:33 QUAIL RUN SOUTH LIMITED PARTNERSHIP
CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

THIS PARTNERSHIP AGREEMENT is executed this 8th day of July, 1990, by and between G.W. KOCH ASSOCIATES, INC., a Maryland corporation, as General Partner, and Alfred Whiteman and James C. Praley, as Trustees under that certain Irrevocable Trust created by Gary W. Koch, as Settlor, dated April 3, 1990, and that certain Irrevocable Trust created by Lynda Rogers Koch, as Settlor, dated April 3, 1990, as Limited Partners. The parties hereto hereby agree to form this limited partnership which shall be governed by the provisions of the Maryland Revised Uniform Limited Partnership Act. The effective date of this Certificate and Agreement of Limited Partnership shall be the date of its filing for record with the Maryland State Department of Assessments and Taxation.

RECEIVED
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STATE DEPT. OF
ASSESSMENTS & TAXATION

In consideration of the mutual promises made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

Section 1.1 Formation; Name.

The parties hereto agree to form the limited partnership to be known as "Quail Run South Limited Partnership," and such name shall be used at all times in connection with the Partnership's business and affairs. The Act shall govern the rights and liabilities of the parties, except as otherwise herein expressly stated.

Section 1.2 Principal Office; Resident Agent.

The principal office of the Partnership shall be located at 900 Ritchie Highway, Suite 201, Severna Park, Maryland 21146, or at such other place as may be mutually agreed upon by the Partners. The name and address of the resident agent of the Partnership is Gary W. Koch, 900 Ritchie Highway, Suite 201, Severna Park, Maryland 21146. ✓

Section 1.3 Purpose of the Partnership.

The purpose of the Partnership is to acquire, own, invest in, construct, encumber, develop, hold for investment, operate as a trade or business, lease, manage, sell, dispose of, and otherwise deal with real and personal property of all kinds and nature, including that certain tract of land and building thereon located at Gorken Farmhouse of New Disney

Road, to be known as the "Quail Run South" PUD, Severna Park, Fourth Assessment District, Anne Arundel County, Maryland. 0193804C

1990 OCT 10 PM 12:01
H. ERIC SCHAFER
CLERK

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OR BOOK -- 13 PAGE 48

_____, known as Quail Run South, and as more fully described on Schedule A attached hereto (the "Property"), and to do all things necessary, convenient or incidental to the achievement of the foregoing.

Section 1.4 Term of the Partnership.

The term of the Partnership shall commence upon the execution of this Agreement and shall continue until December 31, 2030, and thereafter from year to year unless earlier dissolved and terminated pursuant to the Act or any other provisions of this Agreement.

Section 1.5 Defined Terms.

For purposes of this Agreement, the following terms shall have the meaning specified in this Section 1.5, unless the context otherwise requires:

"Act" means the Maryland Revised Uniform Limited Partnership Act, as amended from time to time.

"Agreement" means this agreement of limited partnership, as amended from time to time.

"Capital Account" means, as to any Partner, the capital contribution actually made by such Partner, plus the sum of (i) all profits allocated to such Partner, and (ii) any Partnership liabilities assumed by such Partner (or which are secured by Partnership property distributed to such Partner), and minus the sum of (i) all losses allocated to such Partner, and (ii) the amount of money and the fair market value of all Partnership property distributed to such Partner. It is intended that the Capital Accounts of all Partners shall be maintained in compliance with the provisions of Treas. Reg. §1.704-1(b) and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with such regulations. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treas. Reg. §1.704-1(b)(2)(iv), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such section of the Regulations.

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"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed to the Partnership by a Partner.

"Code" means the Internal Revenue Code of 1986, as amended (or any corresponding provision of succeeding law).

"Consent of the Limited Partners" means, unless a different percentage of aggregate Interests is required by law, the prior written consent or approval of Limited Partners holding more than fifty percent (50%) of the Interests in the Partnership.

"Family Member" means, with respect to any individual, his spouse, brothers, sisters, lineal ancestors and lineal descendants.

"General Partner" means any person designated as a General Partner on Schedule A.

"Interest" means the entire percentage ownership interest of a Partner in the Partnership as set forth on Schedule A.

"Limited Partner" means any person designated as a Limited Partner on Schedule A.

"Managing Partner" means G.W. Koch Associates, Inc. or any other person designated as the Managing Partner pursuant to the provisions of Section 4.1.

"Net Cash Flow" means all of the cash funds derived from the operations of the Partnership (without reduction for any noncash charges), less such cash funds used to pay current operating expenses or establish reasonable reserves (the amount of which reserve shall be unanimously agreed to by the Partners) for all expenses, debt payments, capital improvements, replacements and repairs.

"Net Cash From Sales, Financings or Refinancings" means the net cash proceeds from all sales and other dispositions (other than in the ordinary course of business) and all financings or refinancings of Partnership Property, less any portion thereof used to pay debts and liabilities of the Partnership (including all commissions, any payments made to any mortgagee or other lender), transfer and recordation taxes, recordation and notary fees and any and all other costs and expenses of sale, financing or refinancing, or to establish reasonable reserves for any such expenses or liabilities, all as unanimously determined by the Partners. "Net Cash From

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Sales, Financings or Refinancings" shall include the principal (and interest) payments received with respect to any note or other obligation received by the Partnership in connection with a sale or other disposition of Partnership Property.

"Partner" means any General Partner or Limited Partner.

"Partnership" means the limited partnership formed in accordance with this Agreement.

"Person" means any individual or entity.

"Profit or Loss" means, for each taxable year of the Partnership (or other period for which Profit or Loss must be computed), the Partnership's taxable income or loss for Federal income tax purposes, including all related items such as revenues, expenses, capital gains, losses, preferences, deductions and credits.

"Property" has the meaning set forth in Section 1.3 hereof.

"Regulations" means the Federal income tax regulations promulgated under the Code, as amended from time to time, and including corresponding provisions of succeeding regulations.

"Related Person" means, when used with reference to a specified Person (i) any Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the specified Person, (ii) any Person who is an officer, partner, or trustee of, or serves in a similar capacity with respect to, the specified Person, or of which the specified Person is an officer, partner or trustee, or with respect to which the specified Person serves in a similar capacity, (iii) any Person that, directly or indirectly, is the beneficial owner of 5% or more of any class of equity securities of, or otherwise has a substantial beneficial interest in, the specified Person, or of which the specified Person is directly or indirectly the owner of 5% or more of any class of equity securities in which the specified Person has a substantial beneficial interest, and (iv) any Family Member of the specified Person.

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ARTICLE II

Partners: Capital

Section 2.1 Partnership Capital.

A. The name, address and amount of the Capital Contribution of each Partner are set forth on the Schedule. No Partner shall be required to make any additional contributions to the Partnership.

B. No Partner shall be paid interest on any capital contribution. Except as otherwise provided in this Agreement, no Partner shall have the right to withdraw, or receive any return of his capital contribution.

C. Under circumstances requiring a return of any Capital Contribution, no Partner shall have the right to receive property other than cash.

Section 2.2 Liabilities of Partners.

The liability of a Limited Partner for the debts, liabilities, contracts, or other obligations of the Partnership, shall not, except as provided by applicable law, exceed in the aggregate, the Capital Contributions of such Limited Partner. Except as provided in Section 2.3, a Partner shall have no obligation to make loans to the Partnership, to make additional Capital Contributions, or to advance funds on behalf of the Partnership. No General Partner shall have any personal liability for repayment of the Capital Contribution of any Limited Partner.

Section 2.3 Loans.

A Partner may loan to the Partnership such funds as may be agreed upon by the Partners, but a Partner shall not be obligated to make any such loan unless the Partner so agrees. Such funds shall represent a debt of the Partnership to the lending Partner and shall be payable, with interest, on such terms and conditions as are unanimously agreed to by the Partners.

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ARTICLE III

Allocations and Distributions

Section 3.1 Allocations and Distributions upon Sales or Refinancings.

A. Profit from a Sale. Profit from any Sale shall be allocated in the following order and priority:

(1) First, if one or more Partners has a negative Capital Account balance, to such Partners, in proportion to their negative Capital Account balances, until all such negative Capital Accounts have zero balances.

(2) Any remaining Profit shall be allocated to the Partners in accordance with their respective Interests in the Partnership.

B. Loss from a Sale. Loss from any Sale shall be allocated in the following order and priority:

(1) First, if one or more Partners has a positive Capital Account balance, to such Partners, in proportion to their positive Capital Account balances, until all such positive Capital Accounts have zero balances.

(2) Any remaining Loss shall be allocated to the Partners in accordance with their respective Interests in the Partnership.

C. Net Cash From Sales, Financings or Refinancings. Net Cash From Sales, Financings or Refinancings shall be distributed to the Partners in accordance with their respective Interests in the Partnership, at such times as the Partners may unanimously determine.

Section 3.2 Allocation and Distributions From Operations.

A. Net Cash Flow. For each taxable year of the Partnership, Net Cash Flow shall be distributed to the Partners in accordance with their respective Interests in the Partnership.

B. Profit or Loss from Operations.

For each taxable year of the Partnership, Loss from Operations shall be allocated to the Partners in accordance with their respective Interests in the Partnership.

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OR BOOK -- 13 PAGE 53

Profit from Operations shall be allocated in proportion to Net Cash Flow actually distributed pursuant to Section 3.2A. To the extent Profit from Operations exceeds Net Cash Flow actually distributed for any taxable year, Profit from Operations shall be allocated as provided in Section 3.1A.

Section 3.3 Tax Allocations.

A. Any allocation of Profit or Loss, and any allocation of income, gain, loss, deduction or credit (or item thereof) which is required, pursuant to Section 704(c) of the Code and the regulations promulgated thereunder ("Contribution Profit" or "Contribution Loss") to be allocated among the Partners to eliminate, as quickly as possible, the disparity between the agreed fair market value (fair market value shall be the average of two independent appraisals) and the adjusted basis of Partnership property (determined at the time such property is contributed in-kind to the Partnership by a Partner) ("Agreed Appreciation") shall be allocated among the Partners in accordance with the requirements of Section 704(c) of the Code and such regulations. Notwithstanding anything to the contrary contained herein, any Contribution Profit required to be allocated to a contributing Partner pursuant to this Section 3.3A shall not increase or decrease a Partner's Capital Account, as the case may be, to the extent of the Agreed Appreciation. Contribution Profit may be reduced by the profit recognized by a contributing Partner upon a distribution from the Partnership to that Partner pursuant to Section 731 of the Code.

B. Profit and Loss for all purposes of this Agreement shall be determined in accordance with the accounting method followed by the Partnership for federal income tax purposes, except that any adjustment made pursuant to Sections 734 or 743 of the Code (relating to basis adjustments of Partnership property upon a transfer of partnership interests or a distribution of Partnership property) shall not be taken into account. Every item of income, gain, loss, deduction, credit or tax preference entering into the computation of such Profit or Loss, or applicable to the period during which such Profit or Loss was realized, shall be considered allocated to each Partner in the same proportion as Profit and Loss is allocated to such Partner.

C. If any Interest is sold, assigned or transferred during any accounting period in compliance with the provisions of this Agreement, Profits, Losses, each item thereof and all other items attributable to such Interest for such period shall be divided and allocated between the transferor and the transferee by taking into account their varying interests

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OR --13 PAGE 54
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during the period in accordance with Code Section 706(d), using any conventions permitted by law and unanimously selected by the Partners. All distributions on or before the date of such transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee.

D. In the event of a transfer of all or any part of the Interest of a Partner, the Partners may unanimously agree, pursuant to Section 754 of the Code, to adjust the basis of Partnership Property if the Partners unanimously agree that such election would be advantageous to the Partners. Each Partner agrees to furnish the Partnership with all information necessary to give effect to such election. Similar elections under provisions of state and local income tax laws shall also be made.

E. Any elections or other decisions relating to such allocations shall be made in the reasonable discretion of the Managing Partner in a manner that reasonably reflects the purpose and intention of this Agreement. Except for any allocations made pursuant to Section 3.3C, allocations pursuant to this Section 3.3 are solely for federal, state and local tax purposes and shall not affect, or in any way be taken into account, in computing any Partner's Capital Account, share of Profit or Loss, or other items or distributions pursuant to any provision of this Agreement.

ARTICLE IV

Rights, Powers and Duties of Partners

Section 4.1 Management and Control of the Partnership

A. Except as provided herein, the day-to-day management, policies and control of the business of the Partnership shall be vested in the Managing Partner, who shall serve in such capacity until a successor is chosen by the unanimous consent of the General Partners. The initial Managing Partner shall be G. W. Koch Associates, Inc. If the position of Managing Partner becomes vacant by resignation or otherwise, such vacancy shall be filled promptly by a person selected by the unanimous agreement of the remaining General Partners. Until such vacancy has been filled, all decisions of the Partnership shall be made by the unanimous consent of the General Partners.

B. Except as otherwise provided herein, the Partnership shall be bound by the signature of the Managing Partner.

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C. Except as provided in this Agreement, no Limited Partner shall participate in or have any control over the Partnership business or have any authority or right to act for or bind the Partnership.

Section 4.2 Authority of Managing Partner

A. Subject to Section 4.3, the Managing Partner shall be responsible for the day-to-day management and operation of the Partnership's business. In connection with such day-to-day management and operation, the Managing Partner shall be responsible for and have the right, authority, power and obligation to do the following on behalf of the Partnership:

(i) Supervise and inspect all work performed in connection with the Property and report to the Partners as to compliance with plans and specifications;

(ii) Obtain and maintain in good standing all necessary permits and approvals for the operation of the Property;

(iii) Consult with local government authorities and utility companies to assure proper and timely availability of electricity, water, sewer, gas, telephone, and other necessary utility service for the Property;

(iv) Recommend and review insurance requirements for the Property;

(v) Market and promote the Property for sale, lease or other disposition and negotiate, execute, acknowledge, deliver and perform all contracts, leases and other documents related thereto;

(vi) Maintain full and accurate books of account and records relating to the Property in accordance with generally accepted accounting principles;

(vii) Develop and maintain appropriate cost control and other management control systems;

(viii) Pay all reasonable costs, charges and expenses incurred in the operation of the business of the Partnership;

(ix) Prepare or assist in preparing all reports, forms, records and returns required to be filed by the Partnership under the laws, ordinances, rules and regulations of any federal, state, county or municipal authority relating to the Property;

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(x) Prepare annually for the unanimous approval of the Partners, (1) a budget which sets forth in detail the annual revenue and costs for the Property, and (2) a development plan for the Property, and the requirements for funds necessary to implement such development plan. Only such contracts, expenditures and other matters which are within such budget or development plan as approved by all Partners, may be executed, undertaken or incurred as the case may be, for and on behalf of the Partnership by the Managing Partner;

(xi) Prepare quarterly and annual financial statements which summarize all amounts received and paid by the Partnership during the period, such quarterly and annual statements to be delivered to each Partner no later than thirty (30) days after the end of each quarter and sixty (60) days after the end of each year, respectively;

(xii) Open, maintain and close bank accounts and draw checks or other orders for the payment of money on the Partnership's behalf. The bank accounts of the Partnership shall be maintained in and a withdrawal shall be made only in the regular course of the Partnership's business in accordance with the provisions of this Agreement.

B. The Managing Partner shall be under a fiduciary duty to conduct the affairs of the Partnership in the best interests of the Partnership, including the safekeeping and use of all Partnership funds and assets for the benefit of the Partnership. The Managing Partner shall at all times act in good faith and exercise due diligence in all activities relating to the conduct of the business of the Partnership.

Section 4.3 Limitations on Managing Partner's Authority.

A. Notwithstanding the language of Section 4.2, none of the Partners shall have any authority to perform any act in violation of any applicable laws or regulations thereunder, nor shall the Managing Partner, without the prior Consent of the Limited Partners, have any authority to:

(i) Assign, transfer or pledge any claims of or debts due to the Partnership, or release any such claims or debts, except upon payment in full;

(ii) Make an assignment for the benefit of creditors;

(iii) Confess a judgment against the Partnership;

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(iv) Endorse any note or act as an accommodation party or otherwise become surety for any person on behalf of the Partnership;

(v) Assign, mortgage, pledge, sell or in any way transfer its Interest in the Partnership or in the Property or the Partnership's other assets, or sell any additional Interests in the Partnership, except as may be otherwise specifically provided herein, or perform any act detrimental to the best interests of the Partnership or which would make it impossible to carry on the ordinary business of the Partnership;

(vi) Sell, assign, lease or otherwise transfer all or a portion of the Property, unless such transfer is in accordance with the development plan for the Property which has been approved by all of the Partners pursuant to Section 4.2A(x);

(vii) Borrow money or issue evidences of indebtedness in furtherance of any or all of the purposes of the Partnership, and secure the same by deed of trust, mortgage, security interest, pledge or other lien or encumbrance on the Property or any other assets of the Partnership, unless such transaction is in accordance with the budget and development plan for the Property which has been approved by all of the Partners pursuant to Section 4.2A(x);

(viii) Borrow money from or enter into agreements or contracts of any nature on behalf of the Partnership with any Related Party.

Section 4.4 Compensation of Managing Partner.

The Managing Partner shall receive an annual fee equal to TWENTY FOUR THOUSAND Dollars (\$ 24,000.00) for managing the operations of the Partnership, payable monthly on a pro-rata basis. The Partnership shall also reimburse the Managing Partner on a current basis for all reasonable expenses incurred by the Managing Partner on behalf of the Partnership.

Section 4.5 Indemnification.

Each Partner shall be entitled to indemnification from the Partnership for any act performed within the scope of the authority conferred by this Agreement, except for acts of willful malfeasance, provided, however, that any indemnity under this Section shall be provided out of and to the extent of Partnership assets only.

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BOOK -- 13 PAGE

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ARTICLE V

Transferability of Partner's Interest

Section 5.1 Prohibition on Transfer of Interest.

A. No Partner shall sell, assign, convey or otherwise transfer all or any portion of his Interest in the Partnership, or cause a security interest to be created in all or any portion of such Interest, without the prior unanimous consent of the other Partners, and unless the transfer is made in accordance with the provisions of Section 5.1B.

B. If a Partner should receive a bona fide written offer (including a commercially reasonable deposit) from an independent third party to purchase all or any part of his Interest, he shall first offer, in writing, to sell all or such part of his Interest to the Partnership, and the Partnership shall have the option to purchase, within sixty (60) days after the receipt of such offer, the offered Interest, at the price and on the terms of the third party offer. If the Partnership does not exercise its option to purchase the offered Interest within said sixty (60) day period, then the Partner shall have the right to transfer the offered Interest to the independent third party offeror, for a period of ninety (90) days following the expiration of said sixty (60) day period, at a price and upon terms which are no more favorable than those required of the Partnership under this Section 5.1B, provided, however, that this Agreement is amended and all appropriate filings to reflect such transfer are undertaken. The transferee shall, as a condition to receiving such Interest, agree to be bound by the terms of this Agreement and to execute a counterpart hereof.

C. Nothing herein shall be construed to relieve a Partner so selling, transferring, exchanging or otherwise disposing of all or any portion of his Interest in the Partnership, or creating a security interest in all or any portion of his Interest in the Partnership, of any obligations or liabilities of such Partner to the Partnership under this Agreement.

Section 5.2 Bankruptcy of a General Partner.

A. In the event the Interest of the General Partner is attached, or taken in execution, or if the General Partner applies for the benefit of or files a case under, any provision of federal bankruptcy law or any other law relating to the insolvency or relief of debtors, or any case or proceeding is brought against the General Partner under any provision of the

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OR
BOOK -- 13 PAGE . 59

federal bankruptcy law or any other law relating to insolvency or relief of debtors which is not dismissed within thirty (30) days after the commencement thereof, or the General Partner makes an assignment of its Interest for the benefit of creditors, or in the event the Interest of the General Partner is made subject to a charging order, the Interest of the General Partner shall automatically be converted to a Limited Partner Interest. The allocable share of the Profit and Loss and distributions with respect of an Interest converted to a Limited Partner Interest pursuant to this Section 5.2A shall remain the same as it was prior to the event triggering the conversion specified above.

B. The insolvency or dissolution of the General Partner, or the conversion of the Interest of the General Partner to a Limited Partner Interest pursuant to Section 5.2A, shall not cause the Partnership to dissolve. In such event, (i) the Limited Partners shall appoint a new General Partner, (ii) the General Partner's successor(s) in interest shall become a Limited Partner(s) herein, (iii) this Agreement shall be amended to reflect the admission of the new General Partner and Limited Partner(s), (iv) appropriate filings to reflect the admission of such new Partners shall be undertaken and recorded, and (v) any Interest so transferred shall remain subject to the terms of this Agreement. Each such Partner shall agree, in writing, to be bound by the terms of this Agreement by executing a counterpart of this Agreement which shall be deemed a supplement to this Agreement.

ARTICLE VI

Dissolution, Liquidation and Termination of the Partnership

Section 6.1 Events Causing Dissolution.

A. The Partnership shall terminate and be dissolved before the date specified in Section 1.4 upon the (i) unanimous agreement of the Partners, (ii) the sale or other disposition of all or substantially all of the assets of the Partnership, or (iii) the happening of any other event causing the dissolution of the Partnership under the laws of the State of Maryland.

B. Dissolution of the Partnership shall be effective on the day on which the event occurs giving rise to the dissolution, provided, however, that the Partnership shall not terminate until the assets of the Partnership have been distributed as provided in Section 6.2.

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Section 6.2 Liquidation.

OR
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A. As soon as practical after the dissolution of the Partnership, the Managing Partner shall notify all other Partners of such fact and shall prepare a plan as to whether and in what manner the assets of the Partnership shall be liquidated. The assets and liabilities of the Partnership may be assigned and transferred to a successor entity upon such terms and conditions as then determined by the Partners. Unless the Partners decide to transfer the assets and liabilities of the Partnership to a successor entity upon dissolution of the Partnership, the Managing Partner shall liquidate the assets of the Partnership and apply and distribute the proceeds thereof in the following order:

(i) To the payment of debts and liabilities of the Partnership to creditors, but excluding loans or other debts and liabilities of the Partnership to any of its Partners;

(ii) To the repayment of any unpaid loans theretofore made by any of the Partners to the Partnership pursuant to Section 2.2;

(iii) To the establishment of any reserves which the Managing Partner deems reasonably necessary for contingent, unmatured, or unforeseen liabilities or obligations of the Partnership;

(iv) To the Partners in accordance with and in proportion to their respective Capital Account balances, until all such Capital Accounts have been reduced to zero; and

(v) Any remaining excess proceeds shall be distributed to the Partners in accordance with their Interests in the Partnership.

B. If the Partnership is "liquidated" (within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(g)), (i) distributions shall be made pursuant to this Section 6.2 (if such "liquidation" constitutes a dissolution of the Partnership) or Section 3.2 hereof (if it does not) to the Partners who have positive Capital Accounts in compliance with Treas. Reg. § 1.704-1(b)(2)(ii)(b)(2).

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ARTICLE VII

Books and Records; Bank Accounts; and Reports

Section 7.1 Books and Records.

A. The books and records of the Partnership shall be maintained by the Managing Partner at the principal office of the Partnership. In all cases, said books and records shall be available for examination and copying by any Partner, or his duly authorized representatives, at the expense of such Partner, at any time during normal business hours upon provision of reasonable advance notice to the Managing Partner. The records maintained by the Partnership at its principal office shall include, without limitation, the following records: a current list of the full name and the last known address of each Partner; a copy of the Agreement; and copies of the Partnership's federal, state and local income tax returns as well as any financial statements of the Partnership.

B. The Partnership shall keep its books and records in accordance with the accounting methods followed for federal income tax purposes and otherwise in accordance with generally accepted accounting principles and procedures applied in a consistent manner, which shall reflect all Partnership transactions and shall be appropriate and adequate for the Partnership's business. The Partnership's fiscal year shall be the calendar year.

Section 7.2 Bank Accounts.

A. The Managing Partner shall have fiduciary responsibility for the safekeeping and use of all funds and assets of the Partnership, whether or not in its immediate possession or control. The Managing Partner shall not employ, or permit any other person to employ such funds, in any manner except for the benefit of the Partnership.

B. The bank accounts of the Partnership shall be maintained in such banking institutions as the Managing Partner shall determine, and withdrawals shall be made only in the regular course of the Partnership business on the signature of the Managing Partner or such other signature or signatures as the Managing Partner may determine.

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OR BOOK - - 13 PAGE 62

ARTICLE VIII

General Provisions

Section 8.1 Waiver of Partition.

The Partners hereby waive any right of partition or any right to take any other action which otherwise might be available to them for the purpose of severing their relationship with the Partnership or their interest in the assets held by the Partnership from the interest of the other Partners.

Section 8.2 Binding Provisions.

The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the respective parties hereto.

Section 8.3 Applicable Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland, without regard to principles of conflict of laws, and the rights, duties and obligations of the Partners shall be as stated in the Act except as provided herein.

Section 8.4 Separability of Provisions.

Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

Section 8.5 Entire Agreement.

This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. This Agreement may not be amended or modified except by the unanimous agreement of the Partners.

Section 8.6 Notices.

Any notice, approval or other communication necessary or appropriate under the terms of this Agreement shall be in

3254 2021

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OR BOOK -- 13 PAGE 63

writing and shall be hand delivered or mailed, registered or certified mail, first-class postage prepaid, return receipt requested, to the Partners at the addresses set forth on Schedule A, and if to the Partnership, to the principal office of the Partnership set forth in Section 1.2, or such other address designated by the Partner or Partnership, as the case may be.

Section 8.7 Word Meanings.

In this Agreement, the singular shall include the plural and the masculine gender shall include the feminine and neuter and vice versa, unless the context otherwise requires.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their hands and seals as of the day and year first above written.

WITNESS:

GENERAL PARTNER:

G.W. KOCH ASSOCIATES, INC.

Doris Key Nelson

By: Gary W. Koch, President

LIMITED PARTNERS:

Albra M. Lamb

Alfred Whiteman
Alfred Whiteman, as Trustee
under that certain
Irrevocable Trust created by
Gary W. Koch, as Settlor,
dated April 3, 1990.

Doris Key Nelson

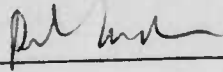
James C. Praley
James C. Praley, as Trustee
under that certain
Irrevocable Trust created by
Gary W. Koch, as Settlor,
dated April 3, 1990.

CLERK'S NOTATION

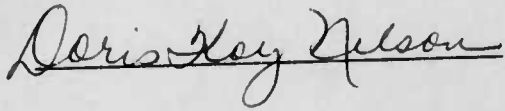
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

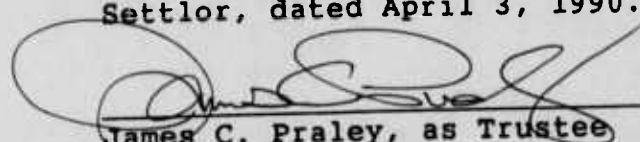
5878U

OR BOOK -- 13 PAGE 64



Alfred W. Whiteman
Alfred Whiteman, as Trustee
under that certain
Irrevocable Trust created by
Lynda Rogers Koch, as
Settlor, dated April 3, 1990.




James C. Praley, as Trustee
under that certain
Irrevocable Trust created by
Lynda Rogers Koch, as
Settlor, dated April 3, 1990.

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OR
BOOK --13 PAGE 65

SCHEDULE A

GENERAL PARTNER

G. W. Koch Associates, Inc.
900 Ritchie Highway, Suite 201
Severna Park, Maryland

Capital Contributions Percentage Interest

Real property known as Quail Run South having an agreed value of \$1,800,000. 75%

LIMITED PARTNERS

Alfred Whiteman and James C. Praley,
as Trustees under that certain
Irrevocable Trust created by
Gary W. Koch, as Settlor, dated
April 3, 1990.

29 WEST SUSQUEHANNA AVE, 4TH FLOOR
BALTO, MD 21204

\$ 300,000.00 12.5%

Alfred Whiteman and James C. Praley,
as Trustees under that certain
Irrevocable Trust created by Lynda
Rogers Koch, as Settlor, dated
April 3, 1990.

29 WEST SUSQUEHANNA AVE, 4TH FLOOR
BALTO, MD 21204

\$ 300,000.00 12.5%

\$ 600,000.00 25%
\$ 2,400,000.00 100%

STATE OF MARYLAND

State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE 805

BUSINESS CODE _____

COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____

Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED
10	<u>50</u>	Expedited Fee
20		Organ. & Capitalization
61		Rec. Fee (Arts. of Inc.)
62		Rec. Fee (Amendment)
63		Rec. Fee (Merger or Consolidation)
64		Rec. Fee (Transfer)
65		Rec. Fee (Dissolution)
66		Rec. Fee (Revival)
52		Foreign Qualification
50		Cert. of Qual. or Reg.
51		Foreign Name Registration
13	<u>25</u>	<u>1</u> Certified Copy <u>19</u>
56		Penalty
54		For. Supplemental Cert.
53		Foreign Resolution
73		Certificate of Conveyance
76		Certificate of Merger/Transfer
75		Special Fee
80		For. Limited Partnership
83	<u>50</u>	Cert. Limited Partnership
84		Amendment to Limited Partnership
85		Termination of Limited Partnership
21		Recordation Tax
22		State Transfer Tax
23		Local Transfer Tax
31		Corp. Good Standing
NA		Foreign Corp. Registration
87		Limited Part. Good Standing
71		Financial
600		Personal
		Property Reports and late filing penalties
70		Change of P.O., R.A. or R.A.A.
91		Amend/Cancellation, For. Limited Part.
		Other
		Other

Name Change (New Name) _____

Change of Name
Change of Principal Office
Change of Resident Agent
Change of Resident Agent Address
Resignation of Resident Agent
Designation of Resident Agent and Resident Agent's Address
Other Change

Code 063

ATTENTION: Leah R. Schuman

MAIL TO ADDRESS: _____

TOTAL FEES 125

☒ Check ☐ Cash

Documents on _____ checks

APPROVED BY: [Signature]

NOTE: CERTIFIED COPY MADE

CLERK'S NOTATION
Document submitted for record in a condition not permitting satisfactory photographic reproduction.

0000 0076

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
QUAIL RUN SOUTH LIMITED PARTNERSHIP

OR
BOOK - - 13 PAGE 67

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JULY 11, 1990 AT 1:33 O'CLOCK P.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M3047370

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
VENABLE, BAETJER & HOWARD
ATTN: LEACH R. SCHUMAN
2 HOPKINS PLAZA
1800 MERCANTILE BANK & TRUST BLDG
BALTIMORE MD 21201

010C3041048

A 334582



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

0000 0077

OR BOOK -- 13 PAGE 68

ASSIGNMENT OF PARTNERSHIP INTEREST

AND
AMENDMENT NO. 1 STATE DEPARTMENT OF ASSESSMENTS
TO AND TAXATION
AMENDED AND RESTATED
CERTIFICATE AND AGREEMENT APPROVED FOR RECORD
OF
LIMITED PARTNERSHIP 7-2-90 at 11:10 A.M.
OF
THE BEF LIMITED PARTNERSHIP

THIS ASSIGNMENT OF PARTNERSHIP INTEREST AND AMENDMENT NO. 1
TO AMENDED AND RESTATED CERTIFICATE AND AGREEMENT OF LIMITED
PARTNERSHIP (this "Amendment") is made effective for all purposes
and in all respects as of the 7 day of February, 1990 by and
among (i) B.E. FLIPPO ("BEF"), (ii) MARGARET G. FLIPPO ("MGF")
and (iii) FLIPPO CONSTRUCTION COMPANY, INC. ("FCCI"), a District
of Columbia corporation.

WHEREAS, BEF and MGF are parties to that certain Certificate
of Limited Partnership, dated June 19, 1981, and that certain
Amended and Restated Certificate and Agreement of Limited
Partnership (the "Certificate"), dated February 27, 1987, relat-
ing to The BEF Limited Partnership (the "Partnership"), a Mary-
land limited partnership;

WHEREAS, MGF is the legal and beneficial owner of a one
percent (1%) general partnership interest (the "General Partner-
ship Interest") and a forty-nine percent (49%) limited partner-
ship interest (the "Limited Partnership Interest") [the General
Partnership Interest and the Limited Partnership Interest some-
times together hereinafter referred to as the "Assigned Inter-
est"] in the Partnership;

WHEREAS, MGF and BEF have agreed that MGF shall assign to
BEF her entire right, title and interest in and to the General
Partnership Interest;

WHEREAS, MGF and BEF have agreed that MGF shall assign to
BEF and FCCI (as hereinafter specified) her entire right, title
and interest in and to the Limited Partnership Interest;

WHEREAS, BEF, as a General Partner of the Partnership, has
consented to such transfer and assignment to BEF of the Limited
Partnership Interest and to the substitution of FCCI as a sub-
stitute Limited Partner of the Partnership; and

WHEREAS, the parties hereto wish to modify and amend certain
provisions of the Certificate as hereinafter set forth.

1990 OCT 10 PM 12:01
H. ELLI SCHAFER
CLERK

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1990 JUL -2 11:10
0661

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NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. MGF and BEF, as the existing general and limited partners of the Partnership, hereby agree that Article XIII-1 of the Certificate shall be amended by deleting such provision in its entirety and substituting in lieu thereof the following:

"Any General Partner shall have the right to sell, assign, transfer or otherwise dispose of any legal or beneficial right, title or interest in and to the Partnership Interest which he holds as a General Partner."

2. EXHIBIT A of the Certificate is hereby amended by deleting EXHIBIT A thereof in its entirety and inserting in lieu thereof the new EXHIBIT A attached hereto and made a part hereof.

3. MGF hereby assigns and transfers unto BEF, and BEF hereby accepts, all of MGF's right, title and interest in and to the General Partnership Interest. By executing this Assignment and Amendment, MGF agrees and acknowledges that she shall no longer be a General Partner of the Partnership and shall have no right, title or interest therein as a General Partner.

4. MGF hereby assigns and transfers unto BEF and FCCI (as specified on amended Exhibit A to the Certificate), and BEF and FCCI hereby accept, all of MGF's right, title and interest in and to the Limited Partnership Interest. By executing this Amendment, MGF agrees and acknowledges that she shall no longer be a Limited Partner of the Partnership and shall have no right, title or interest therein as a Limited Partner.

5. MGF represents and warrants to BEF and FCCI that MGF is the legal and beneficial owner of the Assigned Interest, free and clear of any options, contracts, commitments, demands, liens, charges, claims or encumbrances whatsoever (other than as specified in the Certificate), and that she has the full, absolute and entire power and legal right to execute, deliver and perform this Amendment.

6. MGF hereby acknowledges and agrees that, as a result of her assignment of all of her general and limited partnership interest in the Partnership and her execution of this Amendment as of the date hereof, MGF shall no longer be a party to the Certificate as of the date hereof.

7. MGF hereby covenants and agrees that she shall at any time subsequent to the date hereof, and upon the request of BEF

OR BOOK -- 13 PAGE 70

or FCCI, execute and deliver any and all documents reasonably re-
quired in accordance with the agreements of the parties set forth
herein in order to effectuate this Amendment.

8. This Amendment shall be binding upon, and shall inure to
the benefit of, the parties hereto and their respective heirs,
executors and administrators, personal and legal representatives,
successors and assigns.

9. This Amendment shall be construed and enforced in accor-
dance with the laws of the State of Maryland.

10. Except as otherwise set forth herein, the parties
hereto hereby ratify and affirm the terms and provisions of the
Certificate, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this
Amendment as of the date first above set forth.

WITNESS:

GENERAL PARTNER

Paul R. Flippo

B. E. Flippo (SEAL)
B. E. Flippo

ASSIGNING GENERAL PARTNER

Margaret G. Flippo

Margaret G. Flippo (SEAL)
Margaret G. Flippo

LIMITED PARTNERS

Paul R. Flippo

B. E. Flippo (SEAL)
B. E. Flippo

ATTEST:

FLIPPO CONSTRUCTION COMPANY, INC.,
a District of Columbia
corporation

Paul R. Flippo

By B. E. Flippo
B. E. Flippo, Chief Executive
Officer

[Signatures continued on next page.]

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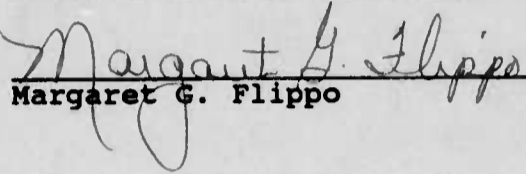
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CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR. --13 PAGE 71
BOOK

ASSIGNING LIMITED PARTNER



 (SEAL)
Margaret G. Flippo

[Signatures continued from previous page.]

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OR BOOK -- 13 PAGE

72

EXHIBIT A
TO
AMENDED AND RESTATED
CERTIFICATE AND AGREEMENT
OF
LIMITED PARTNERSHIP
OF
THE BEF LIMITED PARTNERSHIP

<u>Managing</u> <u>General</u> <u>Partner</u>	<u>Amount of</u> <u>Capital Contribution</u>	<u>Percentage of</u> <u>Partnership Interest</u>
B. E. Flippo c/o FLIPPO CONSTRUCTION COMPANY, INC. 3820 Penn-Belt Place Forestville, Maryland 20747	\$ 20.00	2%
<u>Limited</u> <u>Partners</u>	<u>Amount of</u> <u>Capital Contribution</u>	<u>Percentage of</u> <u>Partnership Interest</u>
B. E. Flippo c/o FLIPPO CONSTRUCTION COMPANY, INC. 3820 Penn-Belt Place Forestville, Maryland 20747	\$ 970.00	97%
FLIPPO CONSTRUCTION COMPANY, INC. 3820 Penn-Belt Place Forestville, Maryland 20747	10.00	1%
TOTAL	<u>\$1,000.00</u>	<u>100.0%</u>

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2002 1975

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GR. BOOK --13 PAGE 73

State of Maryland
County of Anne Arundel SS:

I, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Margaret G. Flipppo personally appeared before me in said jurisdiction, and, being personally well known to me, and being by me first duly sworn, did depose and say that she is a party to the foregoing and annexed Assignment of Partnership Interest and Amendment No. 1 to Amended and Restated Certificate and Agreement of Limited Partnership and that the facts relating to her in such document are true and correct, and that she acknowledged to me that she executed such document as her free act and deed.

Subscribed and sworn to before me on this 22nd day of Feb., 1990.

Karen Ruth Cress
Notary Public

My commission expires: July 1, 1990

[Notarial Seal]

0221MZ22.0D

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GR. BOOK --13 PAGE 74

)
) SS:
)

I, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that B. E. Flippo personally appeared before me in said jurisdiction, and, being personally well known to me, and being by me first duly sworn, did depose and say that he is a party to the foregoing and annexed Assignment of Partnership Interest and Amendment No. 1 to Amended and Restated Certificate and Agreement of Limited Partnership and that the facts relating to him in such document are true and correct, and that he acknowledged to me that he executed such document as his free act and deed.

Subscribed and sworn to before me on this 7th day of Feb., 1990.

Lynn Ann Sullivan
Notary Public

Notary Public, State of Florida at Large
My Commission Expires Feb. 15, 1991

My commission expires: Feb. 15, 1991

[Notarial Seal]

0221MZ22.0D

9001241343

2292 1978

0000 0084

) SS: OR BOOK -- 13 PAGE 75
)

I, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that B.E. Flipppo personally appeared before me in said jurisdiction, and, being personally well known to me and being by me first duly sworn, did depose and say that he is the duly elected Chief Executive Officer of FLIPPO CONSTRUCTION COMPANY, INC. (the "Corporation"), a District of Columbia corporation, a party to the foregoing and annexed Assignment of Partnership Interest and Amendment No. 1 to Amended and Restated Certificate and Agreement of Limited Partnership, and that the facts relating to the Corporation in such document are true and correct, and that he is authorized to execute and deliver such document on behalf of the Corporation.

Subscribed and sworn to before me on this 7th of Feb., 1990.

Lynn Ann Sullivan
Notary Public Notary Public, State of Florida at Large
My Commission Expires Feb. 10, 1991
My commission expires: _____

[Notarial Seal]

0221MZ22.0D

9001241343
FEB 1990

0000 0085

M.A.
STATE OF MARYLAND
State Department of Assessments and Taxation
Gene L. Burner, Director

OR BOOK -- 13 PAGE

76

DOCUMENT CODE 20

BUSINESS CODE

COUNTY 52

M2297661

P.A.

Religious

Close

Stock

Nonstock

Merging

(Transferor)

Surviving

(Transferee)

CODE AMOUNT

FEE REMITTED

Name Change
(New Name)

10

Expedited Fee

20

Organ. & Capitalization

61

Rec. Fee (Arts. of Inc.)

62

Rec. Fee (Amendment)

63

Rec. Fee (Merger or Consolidation)

64

Rec. Fee (Transfer)

65

Rec. Fee (Dissolution)

66

Rec. Fee (Revival)

52

Foreign Qualification

50

Cert. of Qual. or Reg.

51

Foreign Name Registration

13

23 2 Certified Copy Ref

56

Penalty

54

For. Supplemental Cert.

53

Foreign Resolution

73

Certificate of Conveyance

76

Certificate of Merger/Transfer

75

Special Fee

80

For. Limited Partnership

83

Cert. Limited Partnership

84

50 Amendment to Limited Partnership

85

Termination of Limited Partnership

21

Recordation Tax

22

State Transfer Tax

23

Local Transfer Tax

31

Corp. Good Standing

NA

Foreign Corp. Registration

87

Limited Part. Good Standing

71

Financial

600

Personal

Property Reports and

late filing penalties

70

Change of P.O., R.A. or R.A.A.

91

Amend/Cancellation, For. Limited Part.

Other

Other

Change of Name

Change of Principal Office

Change of Resident Agent

Change of Resident Agent

Address

Resignation of Resident Agent

Designation of Resident Agent

and Resident Agent's Address

Other Change

Code 061

ATTENTION:

Carol S.

Heanlin

MAIL TO ADDRESS:

TOTAL FEES

73

Check

Cash

NOTE:

Documents on

checks

APPROVED BY:

[Signature]

3252 1892

0000 0086

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF AMENDMENT
OF
THE BEF LIMITED PARTNERSHIP

GR
BOOK --13 PAGE 77

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JULY 2, 1990 AT 11:10 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M2297661

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
TUCKER, FLYER, SANGERT & LEWIS
ATTN: CAROL S. HEAVLIN
SUITE 400
1615 L STREET, N.W.
WASHINGTON DC 20036 5601

003C3040277

A 332497



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

MARLEY HOLDING
LIMITED PARTNERSHIP

CRK - - 13 PAGE

78

RECEIVED

6-29-90 at 1:18 PM

CERTIFICATE OF LIMITED PARTNERSHIP

90 JUN 29 PM 1 18

THIS IS TO CERTIFY that the undersigned does hereby certify for
Limited Partnership pursuant to the Maryland Revised Uniform
Limited Partnership Act this 28th day of June
1990, as follows:

1. Name. The name of the Partnership is Marley Holding
Limited Partnership (the "Partnership").

2. Principal Office and Resident Agent. The address of
the principal office of the Partnership in the State of Maryland
is 115 Spa View Avenue, Annapolis, Maryland 21401. The name and
address of the resident agent of the Partnership in the State of
Maryland is Sanford D. Schreiber, Sun Life Building, Suite 1200,
20 South Charles Street, Baltimore, Maryland 21201.

3. Name and Address of General Partner. The name and
address of the sole general partner is as follows:

Marley Holding, Inc.
115 Spa View Avenue
Annapolis, Maryland 21401

4. Dissolution of Partnership. The latest date upon which
the Partnership is to dissolve is December 31, 2050.

5. Partnership Agreement. The affairs of the Partnership
shall be governed by a partnership agreement (the "Partnership
Agreement") which may be amended from time to time by the
partners of the Partnership in accordance with the terms of the
Partnership Agreement. Prior to the implementation of the
Partnership Agreement, the affairs of the Partnership shall be
governed exclusively by the undersigned general partner, who
shall have the authority to sign any and all documents binding
the Partnership and to take any and all actions on behalf of the
Partnership, including, but not limited to, acquiring and
disposing of Partnership property, borrowing money on behalf of
the Partnership and pledging Partnership property as security for
loans of the Partnership.

IN WITNESS WHEREOF, the general partner has executed this
Certificate the day and year first above written.

GENERAL PARTNER

ATTEST:

MARLEY HOLDING, INC.

Sanford D. Schreiber
SECRETARY

By: *Howard K. Cohen*
Howard K. Cohen, President

59: Agr: Cohen. CLP

01838074

0000 0088

1990 OCT 10 PM 12:01
H. ENL. SCHIAFER
CLERK

m.A.

OR. BOOK - - 13 PAGE 79.

STATE OF MARYLAND

State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE 05

BUSINESS CODE _____

COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____

Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED
10		Expedited Fee
20		Organ. & Capitalization
61		Rec. Fee (Arts. of Inc.)
62		Rec. Fee (Amendment)
63		Rec. Fee (Merger or Consolidation)
64		Rec. Fee (Transfer)
65		Rec. Fee (Dissolution)
66		Rec. Fee (Revival)
52		Foreign Qualification
50		Cert. of Qual. or Reg.
51		Foreign Name Registration
13	<u>7</u>	<u>1</u> Certified Copy <u>LP</u>
56		Penalty
54		For. Supplemental Cert.
53		Foreign Resolution
73		Certificate of Conveyance

Name Change (New Name) _____

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent and Resident Agent's Address
_____ Other Change _____

76 _____ Certificate of Merger/Transfer

Code 065

75		Special Fee
80		For. Limited Partnership
83	<u>50</u>	Cert. Limited Partnership
84		Amendment to Limited Partnership
85		Termination of Limited Partnership
21		Recordation Tax
22		State Transfer Tax
23		Local Transfer Tax
31		Corp. Good Standing
NA		Foreign Corp. Registration
87		Limited Part. Good Standing
71		Financial
600		Personal
		Property Reports and late filing penalties
70		Change of P.O., R.A. or R.A.A.
91		Amend/Cancellation, For. Limited Part.
		Other
		Other

ATTENTION: Robert Snyder

MAIL TO ADDRESS: _____

TOTAL FEES 57

☒ Check ☐ Cash

NOTE: Copy made

1 Documents on 1 checks

APPROVED BY: cont.

7252 0772

0000 0089

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR. --13 PAGE 80
BOOK

CERTIFICATE OF LIMITED PARTNERSHIP
OF
MARLEY HOLDING LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JUNE 29, 1990 AT 1:18 O'CLOCK P.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M3041902

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
WEINBERG & GREEN
ATTN: ROBERT SNYDER
100 SOUTH CHARLES STREET
BALTIMORE MD 21201

003C3040215

A 332445



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

0000 0090

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OR BOOK -- 13 PAGE 81

APPROVED FOR RECORD

6-29-90 at 10:28 A.M.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
OSPREY COMMUNICATIONS - ONE LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Certificate") is made this 29th day of June, 1990, by Osprey Investment Company, a Maryland Corporation, as the General Partner.

EXPLANATORY STATEMENT

Osprey Investment Company, desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), hereby forms a limited partnership for the purposes and on the terms and conditions hereinafter set forth (the "Partnership"), and hereby certifies to the Maryland State Department of Assessments and Taxation as follows:

1. The name of the Partnership shall be Osprey Communications - One Limited Partnership.
2. The Partnership is formed for the purposes of applying for, constructing and operating one or more stations in the Multichannel Multipoint Distribution Service ("MMDS") at various locations throughout the United States, for the purposes of purchasing and operating equipment and other real and personal property used or useful in connection with said Station(s) and to engage in any and all general business activities related or incidental thereto consistent with the terms and conditions of the Partnership Agreement.
3. The address of the principal office of the Partnership is 180 Admiral Cochrane Drive, Suite 205, Annapolis, Maryland 21401. The name and address of the resident agent of the Partnership are Osprey Investment Company, 180 Admiral Cochrane Drive, Suite 205, Annapolis, Maryland 21401.
4. The name and business address of the General Partner are Osprey Investment Company, 180 Admiral Cochrane Drive, Suite 205, Annapolis, Maryland 21401.
5. The relations of the partners and the affairs of the Partnership shall be governed by a partnership agreement (the "Partnership Agreement") which may be amended from time to time by the partners of the Partnership.
6. The latest date upon which the Partnership shall be dissolved and its affairs wound up shall be December 31, 2040.

H. ENL. SCHAFER
CLERK

1990 OCT 10 PM 12:01

RECEIVED
JUN 29 AM 10 28
STATE DEPT. OF
ASSESSMENTS & TAXATION

01838062

0000 0091

OR
BOOK -- 13 PAGE 82

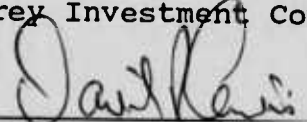
IN WITNESS WHEREOF, the General Partner acknowledges that this Certificate of Limited Partnership is its act, and further acknowledges, under penalties of perjury, to the best of its knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that it has executed this Certificate of Limited Partnership under seal as of the day and year first above written.

GENERAL PARTNER:

Osprey Investment Company

WITNESS:



By:  (SEAL)
David R. Lewis, President

RECEIVED
'90 JUN 29 AM 10 28
STATE DEPT. OF
ASSESSMENTS & TAXATION

JUN 29 1990

0000 0092

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

O.R. -- 13 PAGE 83
BOOK

STATE OF MARYLAND

State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE

805

BUSINESS CODE

COUNTY

52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging
(Transferor) _____

Surviving
(Transferee) _____

CODE AMOUNT FEE REMITTED

10 _____ Expedited Fee
20 _____ Organ. & Capitalization
61 _____ Rec. Fee (Arts. of Inc.)
62 _____ Rec. Fee (Amendment)
63 _____ Rec. Fee (Merger or
Consolidation)
64 _____ Rec. Fee (Transfer)
65 _____ Rec. Fee (Dissolution)
66 _____ Rec. Fee (Revival)
52 _____ Foreign Qualification
50 _____ Cert. of Qual. or Reg.
51 _____ Foreign Name Registration
13 _____ 8 _____ 1 Certified Copy *Sp*
56 _____ Penalty
54 _____ For. Supplemental Cert.
53 _____ Foreign Resolution
73 _____ Certificate of Conveyance

Name Change
(New Name) _____

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent
Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent
and Resident Agent's Address
_____ Other Change

76 _____ Certificate of Merger/Transfer

Code

024

75 _____ Special Fee
80 _____ For. Limited Partnership
83 _____ 50 _____ Cert. Limited Partnership
84 _____ Amendment to Limited Partnership
85 _____ Termination of Limited Partnership
21 _____ Recordation Tax
22 _____ State Transfer Tax
23 _____ Local Transfer Tax
31 _____ Corp. Good Standing
NA _____ Foreign Corp. Registration
87 _____ Limited Part. Good Standing
71 _____ Financial

ATTENTION:

Cynthia A. Jennings

MAIL TO ADDRESS:

TOTAL
FEES

58

☒ Check

☐ Cash

NOTE:

1 Documents on 1 checks

APPROVED BY:

Jon

Copy made

7252 1576

0000 0093

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR
BOOK --13 PAGE 84

CERTIFICATE OF LIMITED PARTNERSHIP
OF
OSPREY COMMUNICATIONS - ONE LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JUNE 29, 1990 AT 10:28 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID

RECORDING
FEE PAID

SPECIAL
FEE PAID

\$

\$ 50.00

\$

M3041217

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
FRANK, BERNSTEIN, CONAWAY
& GOLDMAN
300 E LOMBARD STREET
BALTIMORE MD 21202

002C3040064

A 332317



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR BOOK -- 13 PAGE 85

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD
6-29-90 10:31 A.M.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
MACKALL/OSPREY ASSOCIATES LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Certificate") is made this 29th day of June, 1990, by Osprey Investment Company, a Maryland Corporation, as the General Partner.

EXPLANATORY STATEMENT

Osprey Investment Company, desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), hereby forms a limited partnership for the purposes and on the terms and conditions hereinafter set forth (the "Partnership"), and hereby certifies to the Maryland State Department of Assessments and Taxation as follows:

1. The name of the Partnership shall be "Mackall/Osprey Associates Limited Partnership".
2. The purposes for which the Partnership is formed are as follows: (a) directly or indirectly through one or more partnerships, to acquire, own, hold, improve, develop, lease, manage, sell, exchange, or otherwise deal with real property and any improvements thereon as opportunities arise; and (b) to do any and all things necessary, convenient or incidental to the foregoing.
3. The address of the principal office of the Partnership is 180 Admiral Cochrane Drive, Suite 205, Annapolis, Maryland 21401. The name and address of the resident agent of the Partnership is Osprey Investment Company, 180 Admiral Cochrane Drive, Suite 205, Annapolis, Maryland 21401.
4. The name and business address of the General Partner is Osprey Investment Company, 180 Admiral Cochrane Drive, Suite 205, Annapolis, Maryland 21401.
5. The relations of the partners and the affairs of the Partnership shall be governed by a partnership agreement (the "Partnership Agreement") which may be amended from time to time by the partners of the Partnership.
6. The latest date upon which the Partnership shall be dissolved and its affairs wound up shall be December 31, 2040.

H. ELLI SCHAFER
CLERK

1990 OCT 10 PM 12:01

RECEIVED
JUN 29 PM 1:53
STATE DEPT. OF ASSESSMENTS & TAXATION

01838066

1253 1990

0000 0095

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

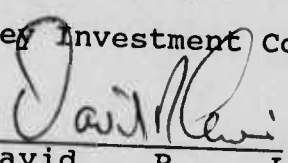
OR
BOOK --13 PAGE 86

IN WITNESS WHEREOF, the General Partner acknowledges that this Certificate of Limited Partnership is its act, and further acknowledges, under penalties of perjury, to the best of its knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that it has executed this Certificate of Limited Partnership under seal as of the day and year first above written.

WITNESS:

GENERAL PARTNER:

Osprey Investment Company

By:  (SEAL)
David R. Lewis,
President

RECEIVED
'90 JUN 29 AM 10 31
STATE DEPT. OF
ASSESSMENT & TAXATION

0000 0096

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

C.R. BUCK -- 13 PAGE 87

STATE OF MARYLAND

State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE 805

BUSINESS CODE _____

COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging
(Transferor) _____

Surviving
(Transferee) _____

CODE AMOUNT FEE REMITTED

10 _____ Expedited Fee
20 _____ Organ. & Capitalization
61 _____ Rec. Fee (Arts. of Inc.)
62 _____ Rec. Fee (Amendment)
63 _____ Rec. Fee (Merger or
Consolidation)
64 _____ Rec. Fee (Transfer)
65 _____ Rec. Fee (Dissolution)
66 _____ Rec. Fee (Revival)
52 _____ Foreign Qualification
50 _____ Cert. of Qual. or Reg.
51 _____ Foreign Name Registration
13 8 1 Certified Copy SP
56 _____ Penalty
54 _____ For. Supplemental Cert.
53 _____ Foreign Resolution
73 _____ Certificate of Conveyance

Name Change
(New Name) _____

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent
Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent
and Resident Agent's Address
_____ Other Change

76 _____ Certificate of Merger/Transfer

Code 024

75 _____ Special Fee
80 _____ For. Limited Partnership
83 50 _____ Cert. Limited Partnership
84 _____ Amendment to Limited Partnership
85 _____ Termination of Limited Partnership
21 _____ Recordation Tax
22 _____ State Transfer Tax
23 _____ Local Transfer Tax
31 _____ Corp. Good Standing
NA _____ Foreign Corp. Registration
87 _____ Limited Part. Good Standing
71 _____ Financial
600 _____ Personal
Property Reports and
late filing penalties
70 _____ Change of P.O., R.A. or R.A.A.
91 _____ Amend/Cancellation, For. Limited Part.
Other _____
Other _____

ATTENTION:

Cynthia A.
Jennings

MAIL TO ADDRESS: _____

TOTAL
FEES

58

☒ Check

☐ Cash

NOTE:

1 Documents on 1 checks

APPROVED BY: DMB.

Copy made

0000 0097

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR
BOOK --13 PAGE 88

CERTIFICATE OF LIMITED PARTNERSHIP
OF
MACKALL/OSPREY ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JUNE 29, 1990 AT 10:31 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M3041209

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
FRANK, BERNSTEIN, CONAWAY
& GOLDMAN
300 E LOMBARD STREET
BALTIMORE MD 21202

002C3040063

A 332316



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

0000 0098

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

OR
BOOK -- 13 PAGE

89

APPROVED FOR RECORD

6-28-90 at 10:30 A.M.

CERTIFICATE OF LIMITED PARTNERSHIP
OF

MACKALL ASSOCIATES LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Certificate") is made this 29th day of June, 1990, by Osprey Investment Company, a Maryland Corporation, as the General Partner.

EXPLANATORY STATEMENT

Osprey Investment Company, desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), hereby forms a limited partnership for the purposes and on the terms and conditions hereinafter set forth (the "Partnership"), and hereby certifies to the Maryland State Department of Assessments and Taxation as follows:

1. The name of the Partnership shall be "Mackall Associates Limited Partnership".

2. The purposes for which the Partnership is formed are as follows: (a) directly or indirectly through one or more partnerships, to acquire, own, hold, improve, develop, lease, manage, sell, exchange, or otherwise deal with real property and any improvements thereon as opportunities arise; and (b) to do any and all things necessary, convenient or incidental to the foregoing.

3. The address of the principal office of the Partnership is 180 Admiral Cochrane Drive, Suite 205, Annapolis, Maryland 21401. The name and address of the resident agent of the Partnership are Osprey Investment Company, 180 Admiral Cochrane Drive, Suite 205, Annapolis, Maryland 21401.

4. The name and business address of the General Partner are Osprey Investment Company, 180 Admiral Cochrane Drive, Suite 205, Annapolis, Maryland 21401.

5. The relations of the partners and the affairs of the Partnership shall be governed by a partnership agreement (the "Partnership Agreement") which may be amended from time to time by the partners of the Partnership.

6. The latest date upon which the Partnership shall be dissolved and its affairs wound up shall be December 31, 2040.

H. EMIL SCHAFER
CLERK

ISSUED OCT 10 PM 12:01

ASSISTANT
STATE DEPT
& TAXATION

RECEIVED
OCT 10 AM 10:30

01838065

0000 0099

OR
BOOK --13 PAGE 90

IN WITNESS WHEREOF, the General Partner acknowledges that this Certificate of Limited Partnership is its act, and further acknowledges, under penalties of perjury, to the best of its knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that it has executed this Certificate of Limited Partnership under seal as of the day and year first above written.

GENERAL PARTNER:

Osprey Investment Company

By: David R. Lewis (SEAL)
David R. Lewis,

WITNESS:

Thomas Blount
President

RECEIVED
'90 JUN 29 AM 10 30
STATE DEPT. OF
ASSESSMENTS & TAXATION

7252 1527

0000 0100

OR
BOOK

--13 PAGE

91

STATE OF MARYLAND

State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE

805

BUSINESS CODE

COUNTY

52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging
(Transferor)

Surviving
(Transferee)

CODE AMOUNT FEE REMITTED

10 Expedited Fee
20 Organ. & Capitalization
61 Rec. Fee (Arts. of Inc.)
62 Rec. Fee (Amendment)
63 Rec. Fee (Merger or Consolidation)
64 Rec. Fee (Transfer)
65 Rec. Fee (Dissolution)
66 Rec. Fee (Revival)
52 Foreign Qualification
50 Cert. of Qual. or Reg.
51 Foreign Name Registration
13 8 Certified Copy 24
56 Penalty
54 For. Supplemental Cert.
53 Foreign Resolution
73 Certificate of Conveyance

Name Change
(New Name)

Change of Name
Change of Principal Office
Change of Resident Agent
Change of Resident Agent
Address
Resignation of Resident Agent
Designation of Resident Agent
and Resident Agent's Address
Other Change

76 Certificate of Merger/Transfer

Code 024

75 Special Fee
80 For. Limited Partnership
83 50 Cert. Limited Partnership
84 Amendment to Limited Partnership
85 Termination of Limited Partnership
21 Recordation Tax
22 State Transfer Tax
23 Local Transfer Tax
31 Corp. Good Standing
NA Foreign Corp. Registration
87 Limited Part. Good Standing
71 Financial
600 Personal
Property Reports and late filing penalties
70 Change of P.O., R.A. or R.A.A.
91 Amend/Cancellation, For. Limited Part.
Other
Other

ATTENTION:

MAIL TO ADDRESS:

TOTAL
FEES

58

Check

Cash

Documents on

checks

APPROVED BY:

Long

NOTE:

Copy made

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

0000 0101

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR.
BOOK --13 PAGE 92

CERTIFICATE OF LIMITED PARTNERSHIP
OF
MACKALL ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JUNE 28, 1990 AT 10:30 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M3041191

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
FRANK, BERNSTEIN, CONAWAY
& GOLDMAN
300 E LOMBARD STREET
BALTIMORE MD 21202

002C3040062

A 332315



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

0000 0102

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

6-26-90 at 3:10 p.m.

AWB
SNOZZLE'S - WCC LIMITED PARTNERSHIP
CERTIFICATE OF LIMITED PARTNERSHIP

OR BOOK -- 13 PAGE 93

Snozzle's - WCC Limited Partnership, a Maryland limited partnership (the "Partnership"),
by action of its sole General Partner, certifies:

1. Name. The name of the Partnership is SNOZZLE'S - WCC LIMITED PARTNERSHIP.

2. Principal Office and Resident Agent. The address of the principal office of the Partnership is 12011 Guilford Road, Suite 101, Annapolis Junction, Maryland 20701. The name and address of the resident agent of the Partnership is Snozzle's Corporation, 12011 Guilford Road, Annapolis Junction, Maryland 20701.

3. General Partner. The name and business address of the General Partner of the Partnership are as follows:

Snozzle's Corporation
12011 Guilford Road, Suite 101
Annapolis Junction, MD 20701

4. Partnership Affairs. The affairs of the Partnership shall be governed by Snozzle's - WCC Limited Partnership Agreement of Limited Partnership, dated as of May 31, 1990, which may be amended from time to time ("Agreement").

5. Dissolution. The latest date upon which the Partnership is to dissolve is December 31, 2040.

IN WITNESS WHEREOF, the General Partner of the Partnership has executed this Certificate on this 31ST day of May, 1990.

ATTEST:

GENERAL PARTNER:

SNOZZLE'S CORPORATION

By: Kenneth L. Hankin (SEAL)
Kenneth L. Hankin, Vice President

H. EMIL SCHAFER
CLERK

1990 OCT 10 PM 12:01

01788103

7252 0037

0000 0103

m.A.

STATE OF MARYLAND

State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE 05

BUSINESS CODE _____

COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock _____
OR BOOK --13 PAGE 94

Merging
(Transferor) _____

Surviving
(Transferee) _____

CODE AMOUNT FEE REMITTED

10 _____ Expedited Fee
20 _____ Organ. & Capitalization
61 _____ Rec. Fee (Arts. of Inc.)
62 _____ Rec. Fee (Amendment)
63 _____ Rec. Fee (Merger or Consolidation)
64 _____ Rec. Fee (Transfer)
65 _____ Rec. Fee (Dissolution)
66 _____ Rec. Fee (Revival)
52 _____ Foreign Qualification
50 _____ Cert. of Qual. or Reg.
51 _____ Foreign Name Registration
13 7 1 Certified Copy 1
56 _____ Penalty
54 _____ For. Supplemental Cert.
53 _____ Foreign Resolution
73 _____ Certificate of Conveyance

Name Change
(New Name) _____

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent and Resident Agent's Address
_____ Other Change _____

76 _____ Certificate of Merger/Transfer

Code 024

75 _____ Special Fee
80 _____ For. Limited Partnership
83 50 _____ Cert. Limited Partnership
84 _____ Amendment to Limited Partnership
85 _____ Termination of Limited Partnership
21 _____ Recordation Tax
22 _____ State Transfer Tax
23 _____ Local Transfer Tax
31 _____ Corp. Good Standing
NA _____ Foreign Corp. Registration
87 _____ Limited Part. Good Standing
71 _____ Financial
600 _____ Personal
Property Reports and late filing penalties
70 _____ Change of P.O., R.A. or R.A.A.
91 _____ Amend/Cancellation, For. Limited Part.
Other _____
Other _____

ATTENTION: _____

Colleen Ferg Helmlinger

MAIL TO ADDRESS: _____

TOTAL *
FEES 57.00

☒ Check

☐ Cash

NOTE: _____

Documents on _____ checks

APPROVED BY: AWB

7252 0898

0000 0104

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
SNOZZLE'S - WCC LIMITED PARTNERSHIP

OR
BOOK --13 PAGE 95

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JUNE 26, 1990 AT 2:10 O'CLOCK P.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID

RECORDING
FEE PAID

SPECIAL
FEE PAID

\$

\$ 50.00

\$

M3040482

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
FRANK, BERNSTEIN, CONAWAY
& GOLDMAN
300 E LOMBARD STREET
BALTIMORE MD 21202

001C3042594

A 332198



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

0000 0105

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

BOOK 250 PAGE 549

STATE DEPARTMENT OF
AND TAXATION

APPROVED FOR FILING

CANCELLATION OF 9/28/90 at 8:57u

CERTIFICATE OF LIMITED PARTNERSHIP

OF

OR
BOOK --13 PAGE 96

COLONIAL CABLEVISION, A MARYLAND LIMITED PARTNERSHIP

The undersigned, desiring to cancel a limited partnership under the Maryland Uniform Limited Partnership Act of the Corporations and Associations Article of the Annotated Code of Maryland, does hereby swear and state as follows:

1. The name of the limited partnership is Colonial Cablevision, a Maryland Limited Partnership (the "Partnership").
2. The date of filing of its original certificate of limited partnership was July 1, 1982, and the date of filing of its amended and restated certificate of limited partnership was June 28, 1985.
3. The reason for cancellation is that the Partnership has been liquidated.
4. The effective date of cancellation shall be upon the filing of the certificate of cancellation.

SOLE REMAINING
GENERAL PARTNER:

CABLE TV FUND 11-A, LTD., a
Colorado limited partnership

By Jones Intercable, Inc.,
General Partner

By: Elizabeth M. Steele
Elizabeth M. Steele
Vice President

02718380

1990 SEP 28 A 8:57
1990 DEC 14 AM 11:05

0000-0106

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss:

O.R. BOOK --13 PAGE 97

On the 24th day of September, 1990, before me personally appeared Elizabeth M. Steele, Vice President of Jones Intercable, Inc., to me known and known to me to be the individual described in and who executed the foregoing instrument, and she thereupon duly acknowledged to me that she executed the same, of her own free will, as her voluntary act and deed.

IN WITNESS WHEREOF, I hereby set my hand and seal on the date first above written.

(SEAL)


Notary Public

My Commission Expires: August 27, 1993.

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
GovernorLLOYD W. JONES
DirectorPAUL B. ANDERSON
AdministratorDepartment of Assessments and Taxation
CHARTER DIVISIONRoom 809
301 West Preston Street
Baltimore, Maryland 21201

OR BOOK - - 13 PAGE 98

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.DOCUMENT CODE 21 BUSINESS CODE _____ COUNTY 52
M1957679 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE AMOUNT FEE REMITTED

10	_____	Expedited Fee
20	_____	Organ. & Capitalization
61	_____	Rec. Fee (Arts. of Inc.)
62	_____	Rec. Fee (Amendment)
63	_____	Rec. Fee (Merger or Consolidation)
64	_____	Rec. Fee (Transfer)
65	_____	Rec. Fee (Dissolution)
66	_____	Rec. Fee (Revival)
52	_____	Foreign Qualification
50	_____	Cert. of Qual. or Reg.
51	_____	Foreign Name Registration
13	_____	_____ Certified Copy
56	_____	Penalty
54	_____	For. Supplemental Cert.
53	_____	Foreign Resolution
73	_____	Certificate of Conveyance
76	_____	Certificate of Merger/Transfer
75	_____	Special Fee
80	_____	For. Limited Partnership
83	_____	Cert. Limited Partnership
84	_____	Amendment to Limited Partnership
85	<u>50</u>	Termination of Limited Partnership
21	_____	Recordation Tax
22	_____	State Transfer Tax
23	_____	Local Transfer Tax
31	_____	_____ Corp. Good Standing
NA	_____	Foreign Corp. Registration
87	_____	_____ Limited Part. Good Standing
71	_____	Financial
600	_____	_____ Personal
70	_____	Property Reports and late filing penalties
91	_____	Change of P.O., R.A. or R.A.A.
_____	_____	Amend/Cancellation, For. Limited Part.
_____	_____	Other
_____	_____	Other

Name Change
(New Name) _____

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent and Resident Agent's Address
_____ Other Change

Code _____

ATTENTION: _____

MAIL TO ADDRESS: Lorri EllisJones Intercable, Inc.9697 E. Mineral Ave.Englewood, Colo80112TOTAL FEES 50☒ Check☐ CashNOTE: lp cancel

Documents on _____ checks

APPROVED BY: ps

0000 0108

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF CANCELLATION
OF
COLONIAL CABLEVISION, A MARYLAND LIMITED
PARTNERSHIP

OR BOOK --13 PAGE 99

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND SEPTEMBER 28, 1990 AT 8:57 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID.

RECORDING
FEE PAID.

SPECIAL
FEE PAID.

\$

\$ 50.00

\$

M1957679

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
L. ELLIS
JONES INTERCABLE, INC.
5697 E. MINERAL AVENUE
ENGLEWOOD CO 80112

067C3040473

A 338357



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3274 202

0000 0109

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

RECEIVED

OR BOOK -- 13 PAGE 100

'90 SEP 28 AM 10 13

CERTIFICATE OF LIMITED PARTNERSHIP

STATE DEPT OF
ASSESSMENTS & TAXATION

WE, the undersigned, have heretofore formed a limited partnership pursuant to the laws of the State of Maryland pursuant to a limited partnership agreement dated September 25, 1990 (the "Partnership Agreement"), and have executed this instrument for the purposes of causing the partnership to elect to be governed by the Maryland Revised Uniform Limited Partnership Act as embodied in Title 10, Sections 10-101 et seq., of the Corporations and Associations Volume, Annotated Code of Maryland, as amended (the "Uniform Act"), and for such purposes we do hereby certify as follows:

I. The Name of the partnership is Omni - Bowie Limited Partnership.

II. The business of the partnership shall consist of the acquisition, ownership and operation of certain real property in Prince George's County, Maryland as an investment and for income-producing purposes.

III. The partnership hereby elects and agrees to be governed by the provisions of the Uniform Act, effective from and after the date hereof.

IV. The location of the principal office of the partnership shall be at 1674 St. Albans Square, Annapolis, Maryland, 21401, and the resident agent of the partnership is William L. Gonzalez who is a citizen and resident of the State of Maryland and whose address is a the principal office aforesaid.

V. The name and home or business address and the percentage of partnership interest of the general partner and each limited partner are as shown on Exhibit "A" annexed hereto.

VI. The term of the partnership commenced on September

1

1990 DEC 14 AM 11:07

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD
9/28/90 10:13 3274 0557

0000 0110

until October 2, 2020
25, 1990 and shall continue ~~perpetually~~, unless terminated in
accordance with the provisions of the Partnership Agreement.

VII. The amount of cash and/or a description of the
agreed value of property contributed to the partnership by the
general partner and each limited partner is set forth on
Exhibit "A" annexed hereto and made a part hereof.

VIII. Pursuant to the Partnership Agreement, the general
partner shall have no right to call upon all partners, general
and limited, from time to time to invest proportionately in
accordance with their respective partnership interests,
additional capital funds.

IX. No limited partner shall have the right to withdraw
or transfer interest from the partnership without written
permission of the general partner, and receive the return of
his capital contribution properly adjusted for his share of
all profits, losses and distributions to the date of the
withdrawal, provided the net assets of the partnership at that
time are sufficient for the payment of all partnership debts
obligations, and for the return to each of the other partners
of his share of the capital. In any event, the general partner
shall not be liable for the return to the partners' capital
except to the extent of the assets of the partnership.

X. The share of profits or the other compensation by
way of income which each limited partner shall receive by
reason of his contribution is the same as his percentage of
partnership interests set beside the name of each partner on
annexed Exhibit "A".

XI If all of the members of the partnership (except
the assignor) shall consent thereto, the assignee of a limited
partnership interest shall have the right to become a
substituted limited partner upon payment of a reasonable fee to

the partnership to cover the costs and expenses of preparation, execution and recording an amendment to the limited partnership certificate. The foregoing is subject to the condition that a limited partner's right to assign his interest is subject to the right of first refusal of certain of the other partners to purchase such limited partnership interest as set forth in the Partnership Agreement, except that said right of first refusal is not applicable to a sale or other transfer by a limited partner, whether inter vivos or by will or by descent, of his partnership interest to his or her spouse, parent, descendant, or spouse of a descendant, or to a trust for which any of said persons are beneficiaries.

XII. There is no right given to the partners to admit additional limited partners except in the case of the death, insanity or withdrawal of a general partner, in which event under certain conditions the partnership interests of the deceased, insane or withdrawn general partner may be converted into a limited partner interest. The partners may admit a substituted limited partner who is the assignee of the interest of a limited partner, as more particularly set forth in the Partnership Agreement.

XIII. No limited partner shall have priority over any other limited partner with respect to distribution of profits, or for compensation by way of income, nor with respect to contributions.

XIV. In the event of the withdrawal (retirement), death, or insanity of the general partner, the partnership shall be dissolved.

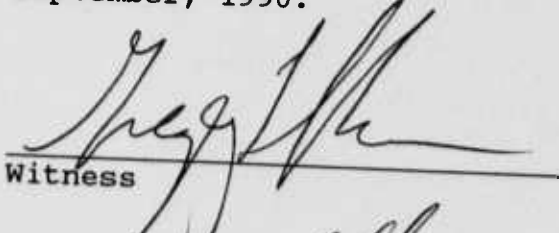
XV. No limited partner shall have any right to demand and receive property in lieu of cash for the return of his investment.

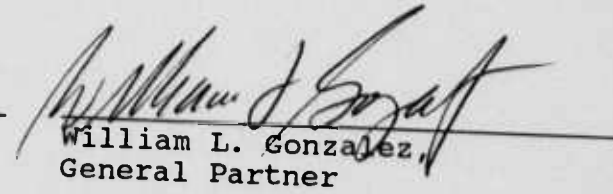
XVI. Each of the limited partners has appointed William L. Gonzalez his true and lawful attorney-in-fact for him to make, execute, sign, acknowledge, file a certificate of limited partnership, and execute such other instruments and to do such other acts as may be required in the conduct of the partnership consistent with the provisions of the Agreement and authorized by the general partners.

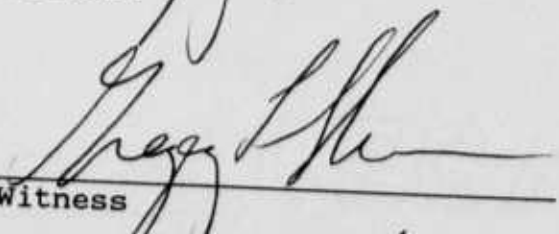
XVII. The partners (general and limited) shall be entitled to receive distributions of the property, including cash, from the partnership at such times and in such manner as provided in the Partnership Agreement.

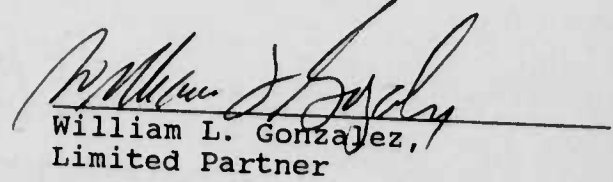
XVIII. The provision contained in the Partnership Agreement shall prevail and control in the event of any conflict between the provisions of this instrument and the provisions of the Partnership Agreement.

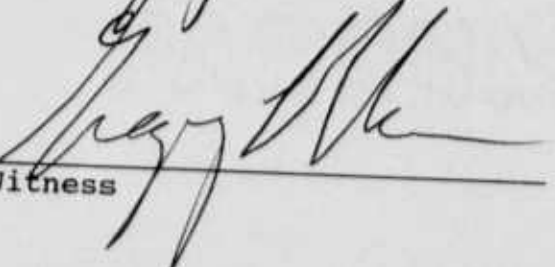
IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has duly executed and acknowledged this instrument as his act and deed, in his name, and as attorney-in-fact for the other partners, as of this 25th day of September, 1990.

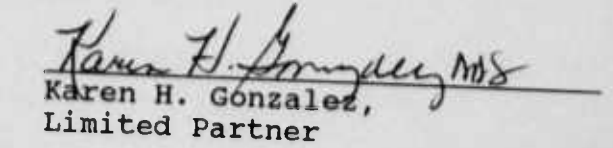

Witness


William L. Gonzalez,
General Partner


Witness


William L. Gonzalez,
Limited Partner


Witness


Karen H. Gonzalez,
Limited Partner

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR
BOOK --13 PAGE 104

EXHIBIT "A"

<u>NAME</u>	<u>CAPITAL INVESTMENT</u>	<u>PERCENTAGE OF INTEREST</u>
<u>GENERAL PARTNER</u>		
William L. Gonzalez 1674 St. Albans Square Annapolis, MD 21401	\$100.00	1%
<u>LIMITED PARTNERS</u>		
William L. Gonzalez 1674 St. Albans Square Annapolis, MD 21401	\$4,900.00	49%
Karen H. Gonzalez 1674 St. Albans Square Annapolis, MD 21401	\$5,000.00	50%

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

OR BOOK -- 13 PAGE 105

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 058 BUSINESS CODE _____ COUNTY 52
_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED
10	<u>50</u>	Expedited Fee
20		Organ. & Capitalization
61		Rec. Fee (Arts. of Inc.)
62		Rec. Fee (Amendment)
63		Rec. Fee (Merger or Consolidation)
64		Rec. Fee (Transfer)
65		Rec. Fee (Dissolution)
66		Rec. Fee (Revival)
52		Foreign Qualification
50		Cert. of Qual. or Reg.
51		Foreign Name Registration
13	<u>11</u>	<u>1</u> Certified Copy <u>5</u>
56		Penalty
54		For. Supplemental Cert.
53		Foreign Resolution
73		Certificate of Conveyance
76		Certificate of Merger/Transfer
75		Special Fee
80		For. Limited Partnership
83	<u>50</u>	Cert. Limited Partnership
84		Amendment to Limited Partnership
85		Termination of Limited Partnership
21		Recordation Tax
22		State Transfer Tax
23		Local Transfer Tax
31		Corp. Good Standing
NA		Foreign Corp. Registration
87		Limited Part. Good Standing
71		Financial
600		Property Reports and late filing penalties
70		Change of P.O., R.A. or R.A.A.
91		Amend/Cancellation, For. Limited Part.
		Other
		Other

Name Change (New Name) _____

Change of Name
Change of Principal Office
Change of Resident Agent
Change of Resident Agent Address
Resignation of Resident Agent
Designation of Resident Agent and Resident Agent's Address
Other Change _____

Code _____

ATTENTION: _____

MAIL TO ADDRESS:

Breg Shannon
7525 Greenway Center Dr.

309
Greenbelt Md 20770

TOTAL FEES 111

☒ Check ☐ Cash

NOTE: ack-mel.

Documents on _____ checks

APPROVED BY: PCM

CERTIFIED
COPY MADE

3274 0562

0000 0115

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR. --13 PAGE 106
BOOK

CERTIFICATE OF LIMITED PARTNERSHIP
OF
OMNI - BOWIE LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND SEPTEMBER 28, 1990 AT 10:13 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND CAPITALIZATION FEE PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
\$ _____	\$ 50.00	\$ _____

M3091816

TO THE CLERK OF THE COURT OF ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
GREG SHANNON
7525 GREENWAY CENTER DR., #309
GREENBELT MD 20770



066C3040163
A 339823

RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER, FOLIO 2274 0556

O.R.
BOOK --13 PAGE 107

SECOND AMENDMENT RECEIVED

TO '90 SEP 26 PM 12 36

LIMITED PARTNERSHIP AGREEMENT OF
STATE DEPT. OF
CENTURY INDUSTRIAL CONCERN LIMITED PARTNERSHIP ASSESSMENTS & TAXATION

We, the undersigned partners in a Maryland limited partnership known as CENTURY INDUSTRIAL CONCERN LIMITED PARTNERSHIP ("the Partnership:), hereby amend that certain Restated Limited Partnership Agreement for the Partnership, dated March 28, 1985, as amended by that certain First Amendment thereto, dated September 12, 1985, in the following respects:

FIRST: Effective as of the date hereof, the ownership percentages for each partners's interest in the Partnership shall be as follows:

General Partner:	
Rare Properties, Inc.	1.0%
Limited Partner:	
Rare Properties, Inc.	96.3%
Frederick Weisman Company	2.7%
Total	100.0%

SECOND: In all other respects, the undersigned hereby agree and consent to, ratify, and confirm the provisions of the Restated Certificate of Limited Partnership and Limited Partnership Agreement and agree to be bound by the provisions thereof.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Restated Certificate of Limited Partnership Agreement effective as of September 14, 1990.

02708130

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

9-26-90 at 12:36 p.m.

1990 DEC 14 AM 11:11

0000 0117

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR. --13 PAGE 108
BOOK

ATTEST:

Carol A. Smith
Carol A. Smith, Assistant Secretary

General Partner/Limited Partner
RARE PROPERTIES, INC.

By: John E. Kuhn
John E. Kuhn
Vice President

Limited Partner:

FREDERICK WEISMAN COMPANY

Carol A. Smith
Carol A. Smith, Assistant Secretary

By: John E. Kuhn
John E. Kuhn
Vice President

AMND0386.DOT

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
GovernorLLOYD W. JONES
DirectorPAUL B. ANDERSON
AdministratorDepartment of Assessments and Taxation
CHARTER DIVISIONRoom 809
301 West Preston Street
Baltimore, Maryland 21201O.R.
BOOK

--13 PAGE 109

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE

208

BUSINESS CODE

COUNTY

52

M1947183

P.A.

Religious

Close

Stock

Nonstock

Merging
(Transferor)Surviving
(Transferee)

CODE AMOUNT FEE REMITTED

10	150	Expedited Fee
20		Organ. & Capitalization
61		Rec. Fee (Arts. of Inc.)
62		Rec. Fee (Amendment)
63		Rec. Fee (Merger or Consolidation)
64		Rec. Fee (Transfer)
65		Rec. Fee (Dissolution)
66		Rec. Fee (Revival)
52		Foreign Qualification
50		Cert. of Qual. or Reg.
51		Foreign Name Registration
13	23	6 Certified Copy 24
56		Penalty
54		For. Supplemental Cert.
53		Foreign Resolution
73		Certificate of Conveyance

Name Change
(New Name)

_____	Change of Name
_____	Change of Principal Office
_____	Change of Resident Agent
_____	Change of Resident Agent Address
_____	Resignation of Resident Agent
_____	Designation of Resident Agent and Resident Agent's Address
_____	Other Change

76 _____ Certificate of Merger/Transfer

Code 063

75	_____	Special Fee
80	_____	For. Limited Partnership
83	_____	Cert. Limited Partnership
84	50	Amendment to Limited Partnership
85	_____	Termination of Limited Partnership
21	_____	Recordation Tax
22	_____	State Transfer Tax
23	_____	Local Transfer Tax
31	_____	_____ Corp. Good Standing
NA	_____	Foreign Corp. Registration
87	_____	_____ Limited Part. Good Standing
71	_____	Financial
600	_____	_____ Personal
	_____	Property Reports and late filing penalties
70	_____	Change of P.O., R.A. or R.A.A.
91	_____	Amend/Cancellation, For. Limited Part.
	_____	Other
	_____	Other

ATTENTION:

Lead Schuman

MAIL TO ADDRESS:

TOTAL
FEES

223

Check

Cash

Documents on _____ checks

APPROVED BY:

smh

NOTE:

ack-Mell

CERTIFIED
COPY MADE

3273 0860

0000 0419

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR
BOOK --13 PAGE 110

CERTIFICATE OF AMENDMENT
OF
CENTURY INDUSTRIAL CONCERN LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND SEPTEMBER 26, 1990 AT 12:36 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M1947183

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
VENABLE, BAETJER & HOWARD
ATTN: LEAH R. SCHUMAN
2 HOPKINS PLAZA
1800 MERCANTILE BANK & TRUST BLDG
BALTIMORE MD 21201

064C3042259

A 338146



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3273 0957

OR
BOOK --13 PAGE 111

CERTIFICATE OF LIMITED PARTNERSHIP and
LIMITED PARTNERSHIP AGREEMENT OF
GRAFCO INDUSTRIES LIMITED PARTNERSHIP
(A Maryland Limited Partnership)

This Agreement of Limited Partnership (the "Agreement") is entered into as of the 3rd day of October, 1990, by and among Packaging Management, Inc., a Maryland corporation with its principal place of business located at 7447 Candlewood Road, Hanover, Maryland 21076, as the general partner (the "General Partner"), and Frank Industries, Inc., a Maryland corporation with its principal place of business located at 7447 Candlewood Road, Hanover, Maryland 21076, as the limited partner (the "Limited Partner"), for the purpose of forming Grafco Industries Limited Partnership, a limited partnership under the laws of the State of Maryland (the "Partnership"). The General Partner and the Limited Partner are hereinafter sometimes referred to individually as a "Partner" and collectively as the "Partners".

AGREEMENT

1. Definitions. Unless the context clearly indicates otherwise, the following terms shall have the meanings set forth below:

(a) "Act" the Maryland Limited Partnership Act, as amended and in effect as of the date hereof, Md. Corps. & Ass'n Code Ann. Section 10-101 et seq.

(b) "Adjusted Capital Account": a Partner's Adjusted Capital Account shall equal the Partner's Capital Account (i)

1990 DEC 14 AM 11:26

02908425

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION
APPROVED FOR RECORD
10/15/90 at 11:30 a.m.

0000 0121

reduced by the items described in clauses (4), (5) and (6) of Regulations Section 1.704-1(b)(2)(ii)(d), and (ii) increased by any amount that such Partner is obligated to restore or is treated as being obligated to restore pursuant to Regulations Section 1.704-1(b)(2)(ii)(c). For purposes of the preceding sentence, a Partner's share of Partnership Minimum Gain (such share being determined in accordance with Regulations Section 1.704-1T(b)(4)(iv)(f)) and a Partner's share of Minimum Gain Attributable to a Partner Nonrecourse Debt (such share being determined in accordance with Regulations Section 1.704-1T(b)(4)(iv)((h)(5) shall be added to the limited dollar amount, if any, of the deficit balance in such Partner's Capital Account that such Partner is obligated to restore, and a Partner shall not otherwise be considered to have an obligation to restore a deficit balance in such Partner's Capital Account as a result of bearing the Economic Risk of Loss for any Partner Nonrecourse Debt.

(c) "Bankrupt": the meaning assigned to such term under Section 9-101(b) of the Maryland Uniform Partnership Act, Md. Corps. & Ass'n Code Ann. Section 9-101 et seq., and any corresponding provision of succeeding law. The term "Bankruptcy" shall have a corresponding meaning.

(d) "Capital Account": with respect to each Partner, an account determined in accordance with the provisions of Section 8.5 hereof.

(e) "Code": the United States Internal Revenue Code of 1986, as amended from time to time, or any corresponding provisions of succeeding law.

(f) "Depreciation": for each fiscal year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such year or other period for federal income tax purposes, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such other year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization, or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the General Partner.

(g) "Dissolution Events": defined in Section 12 hereof.

(h) "Economic Risk of Loss": "economic risk of loss" within the meaning of Regulations Section 1.704-IT(b)(4)(iv)(k)(1).

(i) "Exempt Income": the income and gain of the Partnership that is exempt from federal income tax.

(j) "Gross Asset Value": with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) the initial Gross Asset Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of such asset;

(ii) the Gross Asset Values of all Partnership assets shall be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account), as determined by the General Partner as of the following times:
(a) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than de minimis capital contribution; (b) the distribution by the Partnership to a Partner of more than a de minimis amount of assets as consideration for an interest in the Partnership; and (c) the liquidation of the Partnership within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g);

(iii) the Gross Asset Value of any Partnership asset distributed to any Partner shall be the gross fair market value (taking Code Section 7701(g) into account) of such asset on the date of distribution; and

(iv) the Gross Asset Values of Partnership assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining capital

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accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section 1(k)(iv) to the extent that an adjustment pursuant to Section 1(k)(ii) hereof is made in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 1(k)(iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 1(k)(i), Section 1(k)(ii), or Section 1(k)(iv) hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset.

("k) "Minimum Gain Attributable to a Partner Nonrecourse Debt": "minimum gain attributable to" such Partner Nonrecourse Debt within the meaning of Regulations Section 1.704-1T(b)(4)(iv)(h)(4).

(1) "Net Cash Flow": for any fiscal year, the excess, if any, of (a) the sum of (1) the gross receipts of the Partnership for such year (as determined in accordance with the cash receipts and disbursements method of accounting), but without regard to any amounts received by the Partnership on the sale or other disposition of all or substantially all of its assets, (2) all amounts contributed to the Partnership by any Partner during such year, and (3) any amounts released during such year from any reserve maintained by the Partnership, over (b) the sum of (1) all expenditures of all kinds of the Partnership during such year (as determined under

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the aforesaid method of accounting), (2) all amounts applied during such year in payment of interest or principal on any borrowing incurred by the Partnership, and (3) any amount added during such year to a reserve for working capital, contingencies, replacements, or capital or other expenditures of the Partnership.

(m) "Nondeductible Expenditure": an expenditure described in Code Section 705(a)(2)(B) or treated as such an expenditure under Regulations Section 1.704-1(b)(2)(iv)(i).

(n) "Nonrecourse Deductions": nonrecourse deductions within the meaning of Regulations Section 1.704-1T(b)(4)(iv)(B).

(o) "Partner Nonrecourse Debt": any nonrecourse debt (within the meaning of Regulations Section 1.704-1T(b)(4)(iv)(K)(2)) for which any Partner bears the Economic Risk of Loss.

(p) "Partnership Items": items of Partnership income (including Exempt Income), gain, loss, deduction, and Nondeductible Expenditure, as determined for federal income tax purposes; provided, however, (i) that in lieu of depreciation, amortization, and other cost recovery deductions as so determined there shall be substituted Depreciation, (ii) that gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross

Asset Value, and (iii) that in the event that the Gross Asset Value of any Partnership asset is adjusted pursuant to Section 1(k)(ii) or Section (k)(iii) hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset.

(q) "Partnership Minimum Gain": "partnership minimum gain" within the meaning of Regulations Section 1.704-1T(b)(4)(iv)(c).

(r) "Partnership Nonrecourse Liability": any Partnership liability (or portion thereof) for which no Partner bears the Economic Risk of Loss.

(s) "Percentage Interests": 1% for the General Partner and 99% for the Limited Partner, except as noted in Paragraph 10.1.

(t) "Regulations": the Income Tax Regulations promulgated under the Code, as such Regulations may be amended from time to time, including corresponding provisions of succeeding regulations.

(u) "Tax Liquidation": the liquidation of the Partnership within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g).

2. Formation. The parties hereto do hereby form the Partnership as a limited partnership pursuant to the provisions of the Act.

3. Name. The name of the Partnership is "Grafco Industries Limited Partnership." The name of the Partnership may be changed at any time in the discretion of the General Partner to any other name

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permissible under the Act. The General Partner shall give prompt notice of any name change to the Limited Partner.

4. Principal Place of Business Resident Agent. The principal place of business of the Partnership shall be located at 7447 Candlewood Road, Hanover, Maryland 21076, or at such other location as may hereafter be determined by the General Partner. The General Partner shall notify the Limited Partner of any change in the principal place of business of the Partnership. The name and address of the resident agent of the Limited Partnership in Maryland is John A. Scaldara, Wright, Constable & Skeen, 250 West Pratt Street, Thirteenth Floor, Baltimore, Maryland 21201. This resident agent is an individual actually residing in the State of Maryland.

5. Purposes. The purpose of the Partnership is to engage in and carry on the business of manufacturing packaging products, and to do any and all things incident or connected therewith. In furtherance of its purpose, the Partnership shall have and may exercise all the powers now or hereafter conferred by the laws of the State of Maryland on limited partnerships formed under the Act, and the Partnership may do any and all things related or incidental to its business as fully as natural persons might or could under the laws of the State of Maryland, including, without limitation, the exercise of the powers set forth in Section 7.1(a) hereof.

6. Term. The term of the Partnership shall continue until terminated as provided in Section 12 hereto.

7. Management and Control.

7.1 Overall Management and Control: Employment Agreement.

(a) The General Partner shall have control over the management of the Partnership's business and affairs, and the Limited Partner shall have no right to participate in the management or the conduct of the Partnership's business and affairs, nor any power or authority to act for or on behalf of the Partnership in any respect whatsoever. Except as otherwise specifically provided in this Agreement, the General Partner shall have and may exercise, on behalf of the Partnership and in its name, all of the right, power, and authority of a partner of a partnership without limited partners under the Uniform Partnership Act of the State of Maryland, or any corresponding provisions of succeeding law. Without limitation to the foregoing, the General Partner shall, subject to Section 7.2 hereof, have the right, power, and authority to do all of the following:

(i) to acquire, hold, manage, sell, lease, or otherwise dispose of any real or personal property, or any interest therein or appurtenance thereto, at such price or amount, for cash, securities, or other property, and upon such terms, as the General Partner deems to be in the best interests of the Partnership;

(ii) to borrow money required for the ongoing business and affairs of the Partnership from others and secure the repayment of such borrowings by executing assignments,

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pledging, or otherwise encumbering or subjecting to security interests, all of any part of the assets of the Partnership, and to refund, refinance, increase, modify, consolidate, or extend the maturity of any indebtedness created by such borrowings, or any such assignment, pledge, encumbrance, or other security device, all upon such terms as the General Partner deems to be in the best interests of the Partnership;

(iii) to purchase from others, at the expense of the Partnership, contracts of liability, casualty, and other insurance which the General Partner deems advisable, appropriate, or convenient for the protection of the assets or affairs of the Partnership, or for any purpose convenient or beneficial to the Partnership, including insurance against liabilities asserted against the General Partner and incurred by the General Partner in its capacity as General Partner;

(iv) to expend funds in furtherance of the Partnership's business;

(v) to incur, at the expense of the Partnership, bank charges with respect to bank accounts maintained, and expenses relating to the purchase of supplies, materials, equipment, or similar items used in connection with the Partnership's business;

(vi) to employ persons, at the expense of the Partnership, to perform legal and accounting services in connection with the Partnership's business, and to provide

services in connection with the preparation and filing of any tax return or any other report required of the Partnership;

(vii) to enter into such agreements, contracts, documents, and instruments with such parties and to give such receipts, releases, and discharges with respect to all of the foregoing and any matters incident thereto, as the General Partner deems to be in the best interests of the Partnership;

(viii) to make such elections under the tax laws of the United States, the several states, and other relevant jurisdictions, as to the treatment of items of Partnership income, gain, loss, deduction, and credit, as the General Partner believes to be in the best interests of the Partnership;

(ix) to lend money to the Partnership;

(x) to elect a substituted Limited Partner pursuant to Section 14.4 hereof;

(xi) to perform any and all other acts and execute any and all other documents and instruments as the General Partner deems advisable, appropriate, or convenient to carry out the purpose of the Partnership; and

(xii) to compromise, settle, or submit to arbitration and to institute, prosecute, and defend any actions or claims in favor of or against the Partnership or relating to its business.

(b) The Partnership may enter into a management or an employment agreement with the General Partner or its shareholders. Other than as provided in any such agreement,

the General Partner or its shareholders shall not receive or be entitled to any fees or other form of compensation from the Partnership for services rendered to the Partnership.

(c) The General Partner shall have the power and authority to appoint individuals to serve as officers of the Partnership. No such individual shall be appointed or serve as an officer of the Partnership unless such individual is also an officer of the General Partner. The fact that any such individual is serving as an officer of the Partnership (i) shall in no way relieve the General Partner of its obligations and duties under this Agreement and (ii) shall not, in and of itself, be deemed an admission of such individual as a Partner of the Partnership.

7.2. Limitation on Management Powers. Notwithstanding anything contained herein to the contrary, the General Partner shall not be empowered, without the prior written consent of the Limited Partner, which consent may be arbitrarily withheld (unless expressly provided to the contrary), to:

(a) determine the fair market value of any Partnership property for purposes of this Agreement, except in accordance with Section 7.3(c)(i) hereof;

✓(b) amend, otherwise modify, or fail to enforce the provisions of any management or employment agreement;

(c) do any act in contravention of this Agreement;

(d) possess Partnership property or assign any rights in specific Partnership property for other than a Partnership purpose;

(e) admit a person as a Partner or a substituted Partner, except as otherwise provided in this Agreement;

(f) confess a judgment against the Partnership;

(g) change or reorganize the Partnership into any other legal form;

(h) borrow any money on behalf of the Partnership in excess of \$25,000 in the aggregate, whether on a secured or unsecured basis, other than to facilitate transactions in the ordinary course of the Partnership's business;

(i) obligate the Partnership as a guarantor or surety for any person or with respect to any obligation or mortgage, or grant a security interest in all or any substantial portion of the assets of the Partnership, except to facilitate transactions in the ordinary course of the Partnership's business;

(j) cause the Partnership to enter into any contract, agreement, or arrangement with the General Partner or any affiliate of the General Partner for services to be rendered, or goods or equipment to be furnished, to the Partnership, except as permitted under Section 7.1(b) hereof, and except in the case of a contract, agreement, or arrangement reflecting the terms of an arm's length agreement where such terms have been disclosed to the Limited Partner prior to the date of such contract, agreement, or arrangement;

(k) purchase, lease, or otherwise acquire all or substantially all of the properties, assets, stock, or other

equity interests of another entity, but in such case the consent of the Limited Partner may not be unreasonably withheld;

(1) sell, abandon, transfer, lease, or otherwise dispose of all or a substantial portion of the Partnership's properties or assets, other than in the ordinary course of business, or merge or consolidate the Partnership with or into any other entity;

(m) make any individual capital expenditure in excess of \$10,000 or aggregate capital expenditures in excess of \$50,000 not in the ordinary course of the Partnership's business; or any individual capital expenditure in excess of \$25,000 or aggregate capital expenditures in excess of \$100,000 in the ordinary course of the Partnership's business; in any of which case consent of the Limited Partner may not be unreasonably withheld; or

(n) enter into any partnership or joint venture not in the ordinary course of the Partnership's business, in which case consent of the Limited Partner may not be unreasonably withheld.

7.3 Duties of the General Partner.

(a) Time. The General Partner shall devote to the Partnership such time as may be necessary for the proper performance of its duties.

(b) Tax Status of Partnership. The General Partner shall at all times maintain a net worth in an amount not less than 10% of the total capital contributions to the

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Partnership. In addition, the interest of the General Partner in each material item of partnership income, gain, loss, deduction, or credit shall be equal to at least one percent of each such item of the Partnership at all times during the existence of the Partnership. The General Partner shall also use its best efforts to meet such requirements of the Code, as interpreted from time to time by the courts, Internal Revenue Service, or any other agency of the federal government, necessary to assure that the Partnership will be classified as a Partnership for federal income tax purposes.

(c) Other Duties of the General Partner. The General Partner shall:

(i) determine the fair market value of any Partnership property in good faith whenever necessary or appropriate for purposes of this Agreement; in any such case the Limited Partner shall have the right to require such determination to be made by an independent, qualified appraiser chosen by the General Partner;

(ii) prepare and file, or cause to be prepared and filed, all forms, returns, or documents required to be filed by or on behalf of the Partnership, including those required by federal or state tax laws, and any documents, financial reports, other reports, or certificates required to be provided pursuant to any loan agreement or any agreement similar or incidental thereto;

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(iii) review, defend, negotiate, and otherwise settle all claims or adjustments that may be proposed by federal or state tax agencies;

(iv) prepare or cause to be prepared the reports required by Section 17 hereof;

(v) obtain or cause to be obtained and keep in force insurance, in such amounts and on such terms as will reasonably protect the Partnership and its property, if available on terms considered by the General Partner to be appropriate;

(vi) do or cause to be done all other acts and execute all other documents and instruments as may be necessary to carry on the business and affairs of the Partnership;

(vii) act as "tax matters partner" of the Partnership within the meaning of Section 6231(a)(7) of the Code and file a designation of itself as such with the Internal Revenue Service; and

(viii) use reasonable care not to permit any person who makes a nonrecourse loan to the Partnership to acquire at any time, as a result of making such loan, any direct or indirect interest in the profits, capital, or property of the Partnership, other than pursuant to its remedies as a secured creditor.

7.4 Withdrawal of General Partner. The General Partner may withdraw as the General Partner of the Partnership by assigning or transferring all of its general partnership interest to a

substituted General Partner, provided (a) such assignment or transfer receives the consent of the Limited Partner as provided in Section 14.3 hereof and otherwise complies with the provisions of Section 14 hereof, and (b) the assignee or transferee is elected a substituted General Partner pursuant to Section 14.4(c) hereof.

7.5 No Management by Limited Partner. The Limited Partner shall take no part in the management of, or transact any business for or on behalf of, the Partnership and shall have no right or authority to act for or to bind the Partnership. The exercise of the rights and powers of the Limited Partner under Section 7.2 hereof or Section 7.3(c)(i) hereof shall not be deemed taking part in the day-to-day affairs of the Partnership or the exercise of control over Partnership affairs.

7.6 Conflicts of Interests.

(a) The Limited Partner may engage in or possess an interest in other business ventures of any nature or description, independently or with others, including, but not limited to, the business engaged in by the Partnership, whether or not in competition with the Partnership, and neither the Partnership nor the General Partner shall have any rights in or to such independent ventures or the income or profits derived therefrom.

(b) The General Partner shall not, independently or with others, engage in the business of manufacturing packaging products, or possess an interest in any business,

proprietorship, corporation, partnership, or other entity engaged in the business of manufacturing packaging products; provided, however, that this Section 7.6(b) shall not prohibit the General Partner from engaging in any such business or possessing an interest in any such business,

proprietorship, corporation, partnership, or other entity which the General Partner engaged in or possessed an interest in, as the case may be, at the time of the execution of this Agreement.

7.7 Limitations on General Partner's Liability. The General Partner shall not be liable, responsible, or accountable in damages or otherwise to the Limited Partner or to the Partnership for any acts performed in good faith and within the scope of this Agreement. The General Partner shall, however, be liable for its actions to the extent they are attributable to negligence, willful misconduct, recklessness, or fraud. The General Partner shall not be liable for the return of the capital contribution of the Limited Partner.

7.8 Indemnification. The Partnership shall indemnify, defend, and hold harmless the General Partner, its directors, officers, and employees, from and against any loss, liability, damage, cost, or expense (including reasonable attorneys' fees) arising out of or alleged to arise out of any demands, claims, suits, actions, or proceedings against the General Partner or such other person, in or as a result of or relating to their capacity, actions, or omissions as the General Partner or as such a director, officer, or employee, or otherwise concerning

the business or affairs of the Partnership, including, without limitation, any demands, claims, suits, actions, or proceedings initiated by the Limited Partner; provided, that the acts or omissions of the General Partner or such other person are not found by a court of competent jurisdiction upon entry of a final judgment to be the result of negligence, willful misconduct, recklessness, or fraud or to have violated such lesser standard of conduct as under applicable law shall prohibit indemnification hereunder. This indemnification (i) shall be made only from the assets of the Partnership, and no Partner shall be liable therefor, and (ii) shall not apply to the extent any such loss, liability,, damage, cost, or expense (including reasonable attorney s fees) arises out of or is incurred in connection with the matters set forth in the last paragraph of Section 7.9 hereof.

Any person entitled to indemnification hereunder shall be entitled to receive, upon application therefor, advances to cover the costs of defending any proceedings against such person; provided, that such advances shall be repaid to the Partnership, without interest, if such person is found by a court of competent jurisdiction upon entry of a final judgment not to be entitled to indemnification under this Section 7.8. All rights of the General Partner and others to indemnification hereunder shall survive the dissolution of the Partnership and the dissolution, liquidation, death, retirement, removal, incompetency, or insolvency of the person seeking

indemnification hereunder; provided, that a claim for indemnification hereunder is made by or on behalf of the person seeking such indemnification prior to the time distribution in liquidation of the assets of the Partnership is made pursuant to Section 13 hereof.

7.9 Payment of Fees and Expenses. The Partnership shall be responsible for and shall pay all costs, fees, and other expenses (including those incurred pursuant to Section 7.3(c) hereof) reasonably incurred by the Partnership or by the General Partner on behalf of the Partnership, including:

(a) expenses incurred and fees paid in connection with the formation of the Partnership;

(b) expenses incurred in connection with maintaining the principal place of business of the Partnership and the specified office at which records which are required to be maintained under the Act are kept;

(c) fees and expenses of consultants, custodians, outside counsel, and accountants, and other similar outside advisors, incurred in connection with the administration of the Partnership;

(d) costs of the business managed by the Partnership;

(e) costs of reporting to the Limited Partner;

(f) any taxes, fees, or other governmental charges levied against the Partnership or on its income or assets or in connection with its business or operations;

(g) all other costs and expenses of the Partnership or the General Partner in connection with this Agreement (such as costs of litigation or other matters that are the subject of indemnification pursuant to Section 7.8 hereof and costs of winding-up and liquidating the Partnership); and

(h) salaries and benefits of the Partnership's employees, officers, and consultants, including fees payable under any management or employment agreement.

8. Capital Contributions and Capital Accounts.

8.1 Contribution by the General Partner. Upon execution of this Agreement, the General Partner shall contribute \$30,000 to the capital of the Partnership.

8.2 Contribution by the Limited Partner. Upon execution of this Agreement, the Limited Partner shall contribute assets with a value equal to approximately \$2,700,000 to the capital of the Partnership.

8.3 Liability of Limited Partner. Except to the extent provided, from time to time, by law, the Limited Partner shall not be liable for any of the debts of the Partnership and shall not be required to contribute any capital to the Partnership in addition to the amount required by Section 8.2 hereof.

8.4 No Interest on Capital. No interest shall be paid on any capital contributed to the Partnership.

8.5 Capital Accounts.

(a) The Partnership shall maintain capital accounts ("Capital Accounts") determined and adjusted in accordance with the rules of Regulations Section 1.704-1(b)(2)(iv).

(b) A Partner shall not be entitled to withdraw any part of his Capital Account or to receive any distribution from the Partnership, except as specifically provided in this Agreement. Any Partner, including any substituted Partner, who shall receive an interest in the Partnership or whose interest in the Partnership shall be increased by means of a transfer to him of all or part of the interest of another Partner, shall have a Capital Account that reflects such transfer.

9. Use of Partners, Capital Contributions. The capital contributions made by the General Partner under Section 8.1 hereof and the Limited Partner under Section 8.2 hereof shall be used, together with other funds available to the Partnership, to satisfy the costs of organizing the Partnership and to engage in the business of the Partnership.

10. Distributions.

10.1 Distributions of Cash. Except as provided in Section 13 hereof regarding liquidating distributions, Net Cash Flow shall be distributed to the Partners (or retained, as the case, may be) on an annual basis in accordance with the Partners Percentage Interests.

10.2 Distributions in Kind. If any assets of the Partnership shall be distributed in kind, such assets shall be valued at the fair market value thereof and distributed to the Partners entitled thereto as tenants in common in the same proportions in which such Partners would have been entitled to cash distributions.

10.3 Only Cash in Return of Capital. No Partner shall be entitled to demand and receive property other than cash in return for his capital contribution to the Partnership or in payment of any other distributions to which he is entitled, and no Partner shall have the right to sue for a partition of Partnership property.

11. Allocations of Income and Loss.

(a) Generally. After giving effect to the special allocations set forth in Section 11(b) hereof, each Partnership Item for a fiscal year shall be allocated among the Partners in accordance with their respective Percentage Interests; provided, however, that the aggregate amount of deductions, losses, and Nondeductible Expenditures allocated to the Limited Partner under the preceding clause shall not exceed the maximum amount that can be so allocated without causing or increasing a deficit balance in the Limited Partner's Adjusted Capital Account. An aggregate amount of items of deduction, loss, and Nondeductible Expenditure in excess of the limitation set forth in the foregoing proviso shall be allocated to the General Partner, such aggregate being composed of a proportionate part of each item of deduction, loss, and Nondeductible Expenditure allocable for the year to the Limited Partner under the preceding sentence without regard to such proviso.

(b) Special Allocations. The following special allocations shall be made in the following order:

(i) Special Rules to Comply with Minimum Gain Chargeback Requirement of Regulations Section 1.704-1T(b)(4)(iv)(e). If there is a net decrease in Partnership Minimum Gain during a fiscal year of the Partnership, then, in accordance with Regulations Section 1.704-1T(b)(4)(iv)(e), each Partner shall be allocated items of Partnership income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in proportion to, and to the extent of, an amount equal to the greater of-

(A) the portion of such Partner's share of the net decrease in Partnership Minimum Gain during such fiscal year that is allocable to the disposition of Partnership property subject to one or more Partnership Nonrecourse Liabilities (such share being determined in the manner provided in Regulations Section 1.704-1T(b)(4)(iv)(f)); or

(B) the deficit balance in such Partner's Adjusted Capital Account at the end of such fiscal year (determined before taking into account any allocation of Partnership Items for such fiscal year and after taking into account any changes during such fiscal year in Partnership Minimum Gain and in Minimum Gain Attributable to a Partner Nonrecourse Debt).

Any amount allocated pursuant to this Section 11(b)(i) shall be comprised of the items of gain and income specified in Regulations Section 1.704-1T(b)(4)(iv)(e)(2).

(ii) Special Rules to Comply with Chargeback of Minimum Gain Attributable to Partner Nonrecourse Debt Under Regulations Section 1.704-1T(b)(4)(iv)(h). If there is a net decrease during a fiscal year of the Partnership in the Minimum Gain Attributable to a Partner Nonrecourse Debt, then any Partner with a share of the Minimum Gain Attributable to such Partner Nonrecourse Debt at the beginning of such fiscal year (this share being determined in the manner provided in Regulations Section 1.704-1T(b)(4)(iv)(h)(5)) shall be allocated items of Partnership income and gain for such fiscal year (and, if necessary, for subsequent fiscal years) in proportion to, and to the extent of, an amount equal to the greater of-

(A) the portion of such Partner's share of the net decrease in the Minimum Gain Attributable to such Partner Nonrecourse Debt that is allocable to the disposition of Partnership property subject to such debt (this portion being determined in the manner provided in Regulations Section 1.704-1T(b)(4)(iv)(h)(4)); or

(B) the deficit balance in such Partner's Adjusted Capital Account at the end of such fiscal year (determined before taking into account any allocation of Partnership Items for such fiscal year and after taking into account any changes during such fiscal year in Partnership Minimum Gain and in Minimum Gain Attributable to any Partner Nonrecourse Debt).

Any amount allocated pursuant to this Section 11(b)(ii) shall be comprised of the items of gain and income specified in Regulations Section 1.704-1T(b)(4)(iv)(h)(4).

(iii) Qualified Income Offset. In the event the Limited Partner unexpectedly receives any adjustments, allocations, or distributions described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4) 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Partnership income and gain shall be allocated to the Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the deficit in the Limited Partner's Adjusted Capital Account as quickly as possible; provided, that an allocation pursuant to this Section 11(b)(iii) shall be made only if and to the extent that the Limited Partner would have a deficit in his Adjusted Capital Account after all other allocations provided for in this Section 11 have been tentatively made as if this Section 11(b)(iii) were not in the Agreement.

(iv) Partner Nonrecourse Deductions. Any item of Partnership loss, deduction, or Nondeductible Expenditure that is attributable to a Partner Nonrecourse Debt shall be allocated to the Partner that bears the Economic Risk of Loss for such debt. If more than one Partner bears the Economic Risk of Loss for a Partner Nonrecourse Debt, any such item attributable to such debt shall be allocated among such

Partners in accordance with the ratios in which the Partners share the Economic Risk of Loss for such debt. The determination of the items of Partnership loss, deduction, and Nondeductible Expenditure that are attributable to a Partner Nonrecourse Debt shall be made in accordance with Regulations Section 1.704-IT(b)(4)(iv)(h)(3).

(v) Nonrecourse Deductions. Nonrecourse Deductions shall be allocated among the Partners in accordance with their Percentage Interests.

(vi) Gross Asset Value. If the Gross Asset Value of a Partnership asset differs from its adjusted basis for federal income tax purposes by reason of Section 1(j)(i) or Section 1(j)(ii) hereof, determinations of items of Partnership income (including Exempt Income), gain, loss, deduction, and Nondeductible Expenditure for purposes of this Section 11(b) shall be made with reference to such Gross Asset Value rather than to such adjusted basis.

(c) Tax Allocations. A Partner's allocable share of the Partnership's items of income, gain, deduction, and loss for tax purposes shall be determined under the foregoing provisions of this Section 11 except as provided in this Section 11(c).

(i) Contributed Property. Income, gain, loss, and deduction, as computed for the purpose of determining taxable income, with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be

allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial Gross Asset Value (computed in accordance with Section 1(j)(i) hereof) in accordance with Code Section 704(c) and the Regulations thereunder.

(ii) Other Property with Gross Asset Value Different from Tax Basis. In the event that the Gross Asset Value of any Partnership asset is adjusted pursuant to Section 1(j)(ii) hereof, subsequent allocations of income, gain, loss, and deduction with respect to such asset, as computed for the purpose of determining taxable income, shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the manner provided in Regulations Section 1.704-1(b)(4)(i).

(iii) Payables and Receivables. References in this Agreement to income, gain, deduction, and loss (as computed both with respect to Gross Asset Value and adjusted federal income tax basis) with respect to property having a Gross Asset Value different from its adjusted federal income tax basis, shall include, in accordance with Regulations Section 1.704-1(b)(2)(iv)(g)(2), under analogous rules and principles, the unrealized income or deductions with respect to accounts receivable, accounts payable, and other accrued but unpaid items.

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(iv) Tax Elections: Effects on Capital Accounts.

Any elections or other decisions relating to the allocations addressed by this Section 11(c) shall be made in a manner that reasonably reflects the purposes and intentions of this Agreement. Allocations made pursuant to this Section 11(c) are solely for purposes of federal, state, and local taxes and shall not affect, or be taken into account in computing, any Partners' Capital Account, share of Partnership Items, or distributions pursuant to any provision of this Agreement.

(d) Compliance with Code and Regulations. The provisions of this Agreement that relate to the allocations for federal income tax purposes of items of Partnership income (including Exempt Income), gain, loss, deduction, and Nondeductible Expenditure (including, without limitation, the allocation of such items with respect to property having a Gross Asset Value different from adjusted federal income tax basis), that relate to the determination and maintenance of Capital Accounts, and that relate to the distribution of Partnership property upon the liquidation of the Partnership or a Partner's interest therein, are intended to comply with Regulations Section 1.704-1(b) (to the extent not superseded by Regulations Section 1.704-1T(b)) and Regulations Section 1.704-1T(b), and with Code Section 704(c) and the Regulations promulgated thereunder, and shall be interpreted and applied in a manner consistent with such statutory and regulatory provisions.

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(e) Other Allocation Rules.

(i) If during any fiscal year of the Partnership there is a change in any Partner's interest in the Partnership, then for purposes of complying with Code Section 706(d), the determination of Partnership Items allocable to any period shall be made by using any method permissible under Code Section 706(d) and the Regulations thereunder as may be determined by the General Partner.

(ii) The Partners agree to be bound by the provisions of this Section 11 in reporting their shares of Partnership income, gain, loss, and deduction for tax purposes.

12. Dissolution.

(a) The Partnership shall be dissolved and liquidated, and its business wound up, upon the happening of any of the following events ("Dissolution Events"):

(i) the removal, withdrawal, dissolution, resignation, or Bankruptcy of the General Partner, unless the Limited Partner shall, within 90 days thereafter, agree to continue the business of the Partnership, elect a substituted General Partner, and approve the terms on which such substituted General Partner is to be admitted. Unless the General Partner has withdrawn in accordance with Section 7.4 hereof, the Partnership shall pay the withdrawing, resigning, removed, or Bankrupt General Partner the amount determined under Section 13(c)(ii) hereof, less all costs and damages, including reasonable attorneys fees, incurred by the Partnership in connection with such withdrawal, resignation,

OR. --13 PAGE 141
BOOK

removal, or Bankruptcy, and the Partnership shall have a period of three years to pay such amount, without interest;

(ii) the sale of all, or substantially all, of the Partnership's assets and the collection of all of the proceeds of such sale; or

(iii) the Partnership's ceasing to be a going concern within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g).

(b) Notwithstanding any provision of the Act, the Maryland Uniform Partnership Act, or any corresponding provisions of succeeding law, the Partnership shall not dissolve prior to the occurrence of a Dissolution Event, or the occurrence of October 31, 2040, whichever is sooner. If it be determined, by a court of competent jurisdiction, that the Partnership has dissolved prior to the occurrence of a Dissolution Event, the Partners hereby agree that the business of the Partnership shall not be wound up or liquidated but shall be continued until the occurrence of a Dissolution Event.

(c) The latest date upon which the Partnership is to dissolve is October 31, 2040.

13. Liquidation.

(a) Generally. Upon the occurrence of a Dissolution Event or, if notwithstanding Section 12(b), a court requires the winding up and liquidation of the Partnership prior to the occurrence of a Dissolution Event, a full account of the assets and liabilities of the Partnership shall be taken, and the net proceeds from any sales of the Partnership's assets, and the

Partnership's remaining assets, shall be applied in the following sequence:

(i) all debts and liabilities of the Partnership owing to creditors not having an interest in the Partnership shall be paid;

(ii) any reserves shall be established as the General Partner may deem reasonably necessary for contingent or unforeseen liabilities or obligations of the Partnership arising out of or in connection with the Partnership or its liquidation. Such reserves shall be paid over to an escrow agent selected by the General Partner, to be held by such escrow agent for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies, and, as soon as practicable (or at such earlier time as shall be deemed advisable by the General Partner), to distribute the balance thereafter remaining in the manner provided in the following subdivisions of this Section 13(a);

(iii) the debts of the Partnership to Partners shall be paid in the order of priority provided by this Agreement and by law; and

(iv) the balance of such proceeds shall be distributed to the Partners having positive Capital Account balances (as determined after taking into account all Capital Account adjustments required under Section 8.5 for all periods, and, as required under Regulations Section 1.704-1(b)(2)(ii) (b), if reserves are established pursuant to clause (ii) above,

OR.
BOOK --13 PAGE 143

after adjusting the Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(f) as of the date of liquidation within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g)) in the ratios of such positive Capital Account balances and within the time period required under Regulations Section 1.704-1(b)(2)(ii)(b).

If, after giving effect to the preceding provisions of this Section 13(a), the General Partner has a deficit balance in its Capital Account, then such General Partner shall restore the amount of such deficit balance to the Partnership within the time period prescribed in Regulations Section 1.704-1(b)(2)(ii)(b)(3), which amount shall be applied according to the preceding provisions of this Section 13(a).

(b) Partition Prohibited. No Partner shall have the right to partition any property of the Partnership prior to the termination of the Partnership nor shall any Partner make application to any court or authority having jurisdiction in the matter or commence or prosecute any action or proceeding for partition and the sale thereof, and upon any breach of the provisions of this Subsection by any Partner, the other Partner, in addition to all rights and remedies in law and in equity, shall be entitled to a decree or order restraining and enjoining such application, action, or proceeding.

(c) Tax Liquidations Apart from Dissolution.

(i) Tax Liquidation of Partnership. If a Tax Liquidation of the Partnership has occurred but no Dissolution

O.R. --13 PAGE 144
BOOK

Event has occurred, the assets of the Partnership shall not be liquidated, the Partnership's liabilities shall not be paid or discharged (except in the ordinary course of their falling due), and the Partnership's affairs shall not be wound up. Instead, the Partnership shall be deemed to have distributed its assets to the Partners, who shall be deemed to have assumed and taken subject to all Partnership liabilities, all in accordance with their respective Capital Accounts (as determined after taking into account all Capital Account adjustments for the taxable year ending during which such Tax Liquidation occurs, other than adjustments to reflect such deemed distributions or contributions made pursuant to the remainder of this Section 13(c)(i)). Immediately thereafter, the Partners shall be deemed to have recontributed such assets in kind to the Partnership, which shall be deemed to have assumed and taken subject to all such liabilities. If the General Partner's Capital Account has a deficit balance (after giving effect to all contributions (other than those made pursuant to this sentence), distributions, allocations, and adjustments for all taxable years, including the year during which such Tax Liquidation occurs), such General Partner shall contribute to the capital of the Partnership the amount necessary to restore such deficit balance to zero in compliance with Regulations Section 1.704-1(b)(2)(ii)(b)(3). In applying the preceding provisions of this Section 13(c)(i), any closing of the Partnership's taxable year required under Regulations

Section 1.708-1(b)(1)(iii)(b), and any treatment of the constructively reformed Partnership as a different partnership for federal income tax purposes required under Regulations Sections 1.708-1(b)(1)(iv) and 1.704-1(b)(2)(iv)(1), shall be given effect.

(ii) Tax Liquidation of a Partner's Interest Apart from a Dissolution Event or a Tax Liquidation of the Partnership. If a liquidation of a Partner's interest in the Partnership (within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g)(2), but not Regulations Section 1.704-1(b)(2)(ii)(g)(1)) occurs, the liquidating distribution or distributions to such Partner shall be made in the amounts and within the time periods prescribed in Regulations Section 1.704-1(b)(2)(ii)(b)(2), and if such Partner is the General Partner, such General Partner shall contribute to the Partnership the amount, if any, required by Regulations Section 1.704-1(b)(2)(ii)(b)(3) within the time period prescribed by such Regulation.

14. Removal of General Partner; Assignment of Interests of Partners.

14.1 Removal of General Partner. The Limited Partner may, in its sole discretion, remove the General Partner upon the termination of any management or employment agreement in accordance with the provisions of Section 1.1 and Article 8 thereof. In the event that the Limited Partner removes the

General Partner pursuant to this Section 14.1, the provisions of Section 12(a)(i) shall become applicable.

14.2 Conditions to Assignment of Interests of Partners. No Partner may assign, pledge, or otherwise transfer his interest in the Partnership except in compliance with the provisions of this Section 14. In addition, neither the Partnership nor the Partners shall be bound by any such assignment or transfer until the Partnership receives the following:

(a) a counterpart of the instrument of assignment, executed and acknowledged by the parties thereto; and

(b) an opinion of counsel reasonably satisfactory to counsel for the Partnership that such transfer is exempt from the registration requirements of the Securities Act of 1933 and applicable state securities laws.

14.3 Restrictions on Assignment of Interests. In addition to all other conditions set forth in this Section 14, no Partner may transfer its interest in the Partnership without the written consent of the other Partner, which consent the other Partner may grant or refuse in its sole discretion.

14.4 Substituted Partner. No assignee or transferee of all or part of the Partnership interest of any Partner shall have the right to become a substituted Partner, unless:

(a) the transferor has stated such intention in the instrument of assignment;

(b) if the transferor is the Limited Partner, the assignee or transferee has been elected a substitute Limited

Partner by the General Partner and has executed an instrument reasonably satisfactory to the General Partner accepting and adopting the provisions of this Agreement;

(c) if the transferor is the General Partner, the assignee or transferee has been elected a substituted General Partner by the Limited Partner and has executed an instrument reasonably satisfactory to the Limited Partner accepting and adopting the provisions of this Agreement; and

(d) the transferor, or the assignee or transferee, has paid any reasonable expenses in connection with the admission of the assignee or transferee as a Partner.

14.5 Additional Limited Partners. Additional Limited Partners may be admitted to the Partnership on such terms and conditions as may be agreed to by the General Partner and the Limited Partner.

14.6 Section 754 Election. In the event of a transfer of all or part of an interest in the Partnership, by sale, exchange, or operation of law, at the request of the transferor Partner, or its successor in interest or legal representative, the Limited Partner may, in its sole discretion, cause the Partnership to elect, pursuant to Section 754 of the Code, or corresponding provisions of subsequent law, to adjust the basis of Partnership property as provided in Sections 734 and 743 of the Code.

15. Loans to the Partnership by Partners. If the General Partner or the Limited Partner shall make any loan or loans to

the Partnership or advance money on its behalf, the amount of any such loan or advance shall not be deemed an increase in or contribution to the Capital Account of the lending Partner or entitle such lending Partner to any increase in his share of the distributions from the Partnership.

16. Bankruptcy or Dissolution of the Limited Partner. The Bankruptcy or dissolution of the Limited Partner shall not dissolve the Partnership. In any such event, such Limited Partner shall be deemed not to be a Partner for purposes of making decisions, exercising powers, and giving consents hereunder. The successor of the Limited Partner shall succeed to the right of the Limited Partner to receive allocations and distributions hereunder, and may be admitted as a substituted Limited Partner in accordance with the provisions of Section 14.4 hereof, but shall not be deemed to be a substituted Limited Partner unless so admitted.

17. Accounting and Records.

17.1 Fiscal Year. The fiscal year of the Partnership shall be the calendar year, until, if ever, a different fiscal year is required under the Code or Regulations.

17.2 Records. The General Partner shall keep, or cause to be kept, accurate and complete records of all transactions of the Partnership in accordance with principles and practices generally accepted for the accrual method of accounting.

17.3 Availability for Inspection. All of the Partnership's books of account shall at all times be maintained at the

O.R. --13 PAGE 149
BOOK

principal place of business of the Partnership and shall be open during regular business hours for inspection and examination by the Partners. The Limited Partner shall at all times have full access to all information regarding the business of the Partnership and its financial condition.

17.4 Tax Returns. The General Partner shall prepare, or cause to be prepared, and distribute to the Limited Partner within 90 days after the close of each calendar year, such returns and other information relating to the Partnership as is necessary to enable the Limited Partner to prepare such federal, state, and local tax returns as are required.

17.5 Financial Statements. The General Partner shall furnish to the Limited Partner, before April 1 of each year, an annual financial report of the Partnership prepared in accordance with generally accepted accounting principles, including a balance sheet and profit and loss statement. The General Partner shall also furnish the Limited Partner with copies of all forms, returns, documents, financial or other reports, and certificates required to be prepared and/or filed by the General Partner pursuant to this Agreement, and with such interim financial statements as the General Partner reasonably deems appropriate.

18. Bank Accounts. The General Partner shall maintain a bank account or accounts, separate from any other bank account maintained by the General Partner, in which shall be deposited all funds of the Partnership. Withdrawals from such account or

OR. BOOK --13 PAGE 150

accounts shall be made upon checks signed by the General Partner or by any person authorized to do so by the General Partner.

19. Amendments. This Agreement may be amended only with the written agreement of the General Partner and the Limited Partner.

20. Notices. Whenever any notice is required or permitted to be given under any provision of this Agreement, such notice shall be in writing, signed by or on behalf of the person giving the notice, and shall be deemed to have been given when delivered by personal delivery or mailed by certified mail, postage prepaid, return receipt requested, addressed to the person or persons to whom such notice is to be given at the respective address set forth in this Agreement (or at such other address as shall be stated on a notice similarly given).

21. Miscellaneous.

21.1 Binding Effect. Except as herein provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, successors, and assigns.

21.2 No Oral Modification. No modification or waiver of this Agreement or any part hereof shall be valid or effective unless in writing and signed by the party or parties sought to be charged therewith; and no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other

OR
BOOK --13 PAGE 151

subsequent breach or condition, whether of like or different nature.

21.3 Applicable Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

21.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument which may be sufficiently evidenced by one counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST:

PACKAGING MANAGEMENT, INC.

GENERAL PARTNER

Thomas C. Frank ✓
Thomas C. Frank, Secretary

By: Timothy L. Frank ✓
Timothy L. Frank, President

FRANK INDUSTRIES, INC.
LIMITED PARTNER

John A. Scaldara
John A. Scaldara, Secretary

By: Timothy L. Frank ✓
Timothy L. Frank, President

-41-

3534E

3278 0109

0000 0161

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201
O.R. BOOK -- 13 PAGE 152

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 0539 BUSINESS CODE _____ COUNTY 52
_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	Certified Copy _____	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	
80	_____	For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	
84	_____	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	
87	_____	Limited Part. Good Standing	
71	_____	Financial	
600	_____	_____ Personal	
	_____	Property Reports and late filing penalties	
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other	
	_____	Other	

Code 137

ATTENTION: John A. Saldano

MAIL TO ADDRESS: _____

TOTAL FEES 50

☒ Check ☐ Cash

NOTE:

Documents on _____ checks

APPROVED BY: PCM

7278 0110

0000 0162

OR
BOOK --13 PAGE 153

CERTIFICATE OF LIMITED PARTNERSHIP
OF
GRAFCO INDUSTRIES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND OCTOBER 15, 1990 AT 11:30 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

50.00

M3100070

ANNE ARUNDEL COUNTY

TO THE CLERK OF THE COURT OF

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
WRIGHT, CONSTABLE & SKEEN
JOHN A. SCALDARA
250 W. PRATT STREET
13TH FLOOR
BALTIMORE

MD 21201

076C3041726

A 340831



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3279 0068

0000 0163

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR. --13 PAGE 154
BOOK

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

THIS AMENDED CERTIFICATE OF LIMITED PARTNERSHIP is made this

14 day of September, 1990, by and among:

1. Robert Cary Gibson
2. Ayrol Ann Gibson
3. Duane L. Dickson
4. Veronica M. Dickson
5. John B. Lauer
6. Dianne S. Lauer
7. Claude Schrift
8. Carol Schrift

STATE DEPARTMENT OF AGRICULTURE
AND TAXATION

APPROVED FOR RECORD

10-25-90 at 9:14a

The General Partners and the Limited Partners, having formed a Limited Partnership pursuant to the Corporations and Associations Article of the Annotated Code of Maryland do hereby certify:

1. The name of the Partnership is Gibson's Lodging Limited Partnership.

2. The sole business of the Partnership is the ownership, operation, development, leasing, managing and maintaining certain real property located in Anne Arundel County, Maryland known as 110 and 114 Prince George Street, Annapolis, Maryland.

3. The principal office and place of business of the Partnership is 110 Prince George Street, Annapolis, Maryland.

4. The names and place of residence of the General and Limited Partners are as follows:

General Partners

Claude Schrift 110 Prince George Street,
Annapolis, Maryland 21401

Carol Schrift 110 Prince George Street,
Annapolis, Maryland 21401

Merle F. Maffei, P.A.
Attorney at Law
113 Cathedral Street
Annapolis, Maryland 21401
Annapolis 263-6591

1990 DEC 14 AM 11:33

3284 0725

0000 0164

O.R.
BOOK --13 PAGE 155

Limited Partners

Robert Cary Gibson	1513 State Street, Lawrenceville, Illinois 63439
Ayrol Ann Gibson	1513 State Street, Lawrenceville, Illinois 63439
John B. Lauer	132 Mayo Road, Edgewater, Maryland 21037
Dianne S. Lauer	132 Mayo Road, Edgewater, Maryland 21037
Duane L. Dickson	132 Mayo Road, Edgewater, Maryland 21037
Veronica M. Dickson	132 Mayo Road, Edgewater, Maryland 21037

5. The term of the Partnership commenced on the 30th of December 1985 and shall continue until all of the real property assets owned by the Partnership have been sold and, unless sooner terminated by agreement of the Partners and subject to any rights of the General Partners not to continue the Partnership, shall not be interrupted by the act, bankruptcy, death, retirement, insanity or other legal disability of any Partner or the assignment of any interest of any Partner.

6. The Limited Partners have contributed in cash and services or agree to contribute upon demand of the other partners, to the capital of the Partnership, the sums designated as follows:

1. Claude Schrift	\$ 50,000.00
2. Carol Schrift	50,000.00
3. Robert Cary Gibson	50,000.00
4. Ayrol Ann Gibson	50,000.00
5. John Lauer	33,333.33
6. Dianne Lauer	33,333.33

~~3298-2737~~
3294 0726

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OR
BOOK --13 PAGE 156

7. Duane L. Dickson 16,666.67
8. Veronica M. Dickson 16,666.67

7. The contributions of the Limited Partners to the capital of the partnership may be returned in whole or in part during the term of the Partnership, or at the termination thereof.

8. The net profits and/or losses of the Partnership shall be allocated to the Partners in the following percentage:

General Partners

Claude Schrifft & Carol Schrifft 33 1/3

Limited Partners

Robert Cary Gibson 16 2/3

Ayrol Ann Gibson 16 2/3

John & Dianne Lauer 22 2/9

Duane & Veronica Dickson 11 1/9

100.00%

9. No partner may sell, assign, or pledge all or any part of his interest without having first obtained a written consent of the General Partners and Limited Partners and no assignee shall become a substituted Limited Partner without the written consent of the General Partners and Limited Partners.

10. Additional Limited Partners may be admitted only with the consent of all Partners.

11. No Limited Partner shall have any priority over any other Limited Partner.

7284 0727
7285 2718

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OR
BOOK - - 13 PAGE 157

12. Upon the bankruptcy of the General Partners, the then General Partners if any, and/or any General Partners who may become such upon such events, may continue the Partnership.

13. No Limited or General Partner shall have any right to demand and receive property.

14. The Resident Agent shall be Claude Schrift, 110 Prince George Street, Annapolis, Maryland 21401.

IN WITNESS WHEREOF, the General Partners and Limited Partners have executed this Amended Certificate of Limited Partnership the day and year first above written.

ATTEST:

GENERAL PARTNERS

Lisa A. Cook

Claude Schrift

CLAUDE SCHRIFT

Lisa A. Cook

Carol Schrift

CAROL SCHRIFT

LIMITED PARTNERS

Kera E. Stevens

Robert Cary Gibson

ROBERT CARY GIBSON

Kera E. Stevens

Carol Ann Gibson

CAROL ANN GIBSON

Lisa A. Cook

John B. Lauer

JOHN B. LAUER

Lisa A. Cook

Dianne S. Lauer

DIANNE S. LAUER

Lisa A. Cook

Duane L. Dickson

DUANE L. DICKSON

Lisa A. Cook

Veronica M. Dickson

VERONICA M. DICKSON

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL TO WIT:

I HEREBY CERTIFY, that on this 10th day of August, 1990,

~~1990-08-10~~

0000 0167

OR. --13 PAGE 158
BOOK

before me, the subscriber, a Notary Public of the State of Maryland
in and for the County aforesaid, personally appeared Claude
and Carol Schrift, who have executed the foregoing
instrument for the purposes therein contained, and acknowledged the
same to be their act and deed.

WITNESS my had and Notarial Seal.

My Commission expires: 4/1/92

Lisa A. Cook
Notary Public

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL TO WIT:

I HEREBY CERTIFY, that on this 17th day of August, 1990,
before me, the subscriber, a Notary Public of the State of Maryland
in and for the County aforesaid, personally appeared John B. +
Dianne S. Laver, Jr., who have executed the foregoing
instrument for the purposes therein contained, and acknowledged the
same to be their act and deed.

WITNESS my had and Notarial Seal.

My Commission expires: 4/1/92

Lisa A. Cook
Notary Public

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL TO WIT:

I HEREBY CERTIFY, that on this 21st day of August, 1990,
before me, the subscriber, a Notary Public of the State of Maryland
in and for the County aforesaid, personally appeared Duane L.
and Veronica M. Dickson, who have executed the foregoing
instrument for the purposes therein contained, and acknowledged the
same to be their act and deed.

WITNESS my had and Notarial Seal.

My Commission expires: 4/1/92

Lisa A. Cook
Notary Public

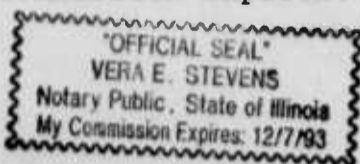
Illinois
STATE OF ~~MARYLAND~~, COUNTY OF ~~ANNE ARUNDEL~~ TO WIT:

I HEREBY CERTIFY, that on this 14th day of September, 1990,
before me, the subscriber, a Notary Public of the State of Maryland
in and for the County aforesaid, personally appeared Robert Cary Gibson
and Ayrol Ann Gibson, who have executed the foregoing
instrument for the purposes therein contained, and acknowledged the
same to be their act and deed.

WITNESS my had and Notarial Seal.

My Commission expires: 12.7.93

Vera E. Stevens
Notary Public



3280-2740

7284 0729

0000 0168

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

OR BOOK -- 13 PAGE 159

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 20 BUSINESS CODE _____ COUNTY 12
M 20600 36 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging
(Transferor) _____

Surviving
(Transferee) _____

CODE AMOUNT FEE REMITTED

10 _____ Expedited Fee
20 _____ Organ. & Capitalization
61 _____ Rec. Fee (Arts. of Inc.)
62 _____ Rec. Fee (Amendment)
63 _____ Rec. Fee (Merger or
Consolidation)
64 _____ Rec. Fee (Transfer)
65 _____ Rec. Fee (Dissolution)
66 _____ Rec. Fee (Revival)
52 _____ Foreign Qualification
50 _____ Cert. of Qual. or Reg.
51 _____ Foreign Name Registration
13 _____ Certified Copy
56 _____ Penalty
54 _____ For. Supplemental Cert.
53 _____ Foreign Resolution
73 _____ Certificate of Conveyance

Name Change
(New Name) _____

☒ Change of Name
☒ Change of Principal Office
☒ Change of Resident Agent
☒ Change of Resident Agent
Address
Resignation of Resident Agent
Designation of Resident Agent
and Resident Agent's Address
Other Change _____

76 _____ Certificate of Merger/Transfer

Code _____

75 _____ Special Fee
80 _____ For. Limited Partnership
83 _____ Cert. Limited Partnership
84 50 Amendment to Limited Partnership
85 Termination of Limited Partnership
21 _____ Recordation Tax
22 _____ State Transfer Tax
23 _____ Local Transfer Tax
31 _____ Corp. Good Standing
NA _____ Foreign Corp. Registration
87 _____ Limited Part. Good Standing
71 _____ Financial
600 _____ Personal
Property Reports and
late filing penalties
70 _____ Change of P.O., R.A. or R.A.A.
91 _____ Amend/Cancellation, For. Limited Part.
Other _____
Other _____

ATTENTION: _____

MAIL TO ADDRESS: _____

Merle Maffei
113 Cathedral St
Bunaplia Md 21401

TOTAL
FEES 50

☒ Check _____ Cash

NOTE:

Documents on _____ checks

APPROVED BY: 90

3288 2741

3284 0720

0000 0169

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF AMENDMENT
OF
GIBSON'S LODGING LIMITED PARTNERSHIP

OR. --13 PAGE 160
BOOK

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND OCTOBER 25, 1990 AT 9:14 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID

RECORDING
FEE PAID

SPECIAL
FEE PAID

\$

\$ 50.00

\$

M2060036

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
MERLE MAFFEI
113 CATHEDRAL STREET
ANNAPOLIS

MD 21401

084C3042797

A 341765



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

~~3284 0724~~

3284 0724

0000 0170

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

BOOK - 13 PAGE 161

CERTIFICATE OF LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made this 26th day of November, 1990, by the undersigned party.

WITNESSETH:

The undersigned, on behalf of Leonardtown Associates, Inc., a Maryland Corporation, General Partner of Leonardtown Limited Partnership, hereby certifies that:

Throughout this Certificate, any word or words that are defined in the Maryland Revised Uniform Limited Partnership Act, as amended from time to time ("MRULPA"), shall have the same meaning as provided in the MRULPA, and the word or words listed below within quotation marks shall be deemed to include the words which follow them:

- A. "Certificate" -- This Certificate of Limited Partnership.
- B. "Partnership" -- This Limited Partnership.

1. Partnership Name.

The name of the Partnership shall be "Leonardtown Limited Partnership".

2. Principal Office and Resident Agent.

The address of the principal office of the Partnership in this State is Suite 301, Twenty Ridgely Avenue, Annapolis, Maryland 21401.

The name and address of the resident agent of the Partnership in this State are: Leonardtown Associates, Inc., Suite 301, Twenty Ridgely Avenue, Annapolis, Maryland 21401.

3. Name and Address of General Partner.

The name and mailing address of the General partner is as set forth on the signature page hereof.

4. Dissolution.

The latest date upon which the Partnership is to dissolve is December 31, 2019.

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been signed this 26th day of November, 1990.

GENERAL PARTNER:
Leonardtown Associates, Inc.
Suite 301, Twenty Ridgely Avenue
Annapolis, Maryland 21401

By: F.M. Latham III
F.M. Latham III, President

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

11/27/90 3:00 p.m.

RECEIVED

90 NOV 27 PM 3 00

STATE DEPT OF
ASSESSMENTS & TAXATION

JOSEPH F.
MITCHELL, PC
ATTORNEY AT LAW
24 COURTHOUSE DR
BOX 347
LEONARDTOWN MD
20650

(301) 426-3544

000000171

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

OR BOOK - - 13 PAGE 162

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	Name Change (New Name)
10	<u>30</u>	Expedited Fee	
20		Organ. & Capitalization	
61		Rec. Fee (Arts. of Inc.)	
62		Rec. Fee (Amendment)	
63		Rec. Fee (Merger or Consolidation)	
64		Rec. Fee (Transfer)	_____ Change of Name
65		Rec. Fee (Dissolution)	_____ Change of Principal Office
66		Rec. Fee (Revival)	_____ Change of Resident Agent
52		Foreign Qualification	_____ Change of Resident Agent Address
50		Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51		Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13		Certified Copy	_____ Other Change
56		Penalty	
54		For. Supplemental Cert.	
53		Foreign Resolution	
73		Certificate of Conveyance	
76		Certificate of Merger/Transfer	
75		Special Fee	
80		For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	
84		Amendment to Limited Partnership	
85		Termination of Limited Partnership	
21		Recordation Tax	
22		State Transfer Tax	
23		Local Transfer Tax	
31		Corp. Good Standing	
NA		Foreign Corp. Registration	
87		Limited Part. Good Standing	
71		Financial	
600		_____ Personal	
		Property Reports and late filing penalties	
70		Change of P.O., R.A. or R.A.A.	
91		Amend/Cancellation, For. Limited Part.	
		Other	
		Other	

Code _____

ATTENTION: _____

MAIL TO ADDRESS: _____

Joseph F. Mitchell
24 Courthouse Drive
P.O. Box 347
Leonardtown, MD
20650

TOTAL FEES 80

2 Documents on 1 checks ☒ Check _____ Cash

NOTE: _____

202 7299 128

APPROVED BY: sm

0000 0172

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
LEONARDTOWN LIMITED PARTNERSHIP

OR
BOOK --13 PAGE 163

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND NOVEMBER 27, 1990 AT 3:07 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID

RECORDING
FEE PAID

SPECIAL
FEE PAID

\$

\$ 50.00

\$

M3121589

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
JOSEPH F. MITCHELL
24 COURTHOUSE DRIVE
P. O. BOX 347
LEONARDTOWN

MD 20650

103C3042035

A 343529



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO

7289 1766

0000 0173

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

O.R. BOOK --13 PAGE 164

APPROVED FOR PAYMENT

11-20-90 at 3:11 P.M.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
OA CAPITAL PARTNERS LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Certificate") is made this 20th day of November 1990, by Osprey Investment Company, a Maryland Corporation, and Abaton Industries, Inc., a Maryland Corporation, as the General Partners.

EXPLANATORY STATEMENT

Osprey Investment Company and Abaton Industries, Inc. desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), hereby form a limited partnership for the purposes and on the terms and conditions hereinafter set forth (the "Partnership"), and hereby certify to the Maryland State Department of Assessments and Taxation as follows:

1. The name of the Partnership shall be OA Capital Partners Limited Partnership.
2. The Partnership is formed for the purposes of providing project and portfolio management services as a consultant, developer and/or construction manager and to engage in any and all general business activities related or incidental thereto consistent with the terms and conditions of the Partnership Agreement.
3. The address of the principal office of the Partnership is 180 Admiral Cochrane Drive, Suite 205, Annapolis, Maryland 21401. The name and address of the resident agent of the Partnership are Osprey Investment Company, 180 Admiral Cochrane Drive, Suite 205, Annapolis, Maryland 21401.
4. The name and business address of the General Partners are:

Osprey Investment Company	Abaton Industries, Inc.
180 Admiral Cochrane Drive	180 Admiral Cochrane Drive
Suite 205	Suite 205
Annapolis, MD 21401	Annapolis, MD 21401
5. The relations of the partners and the affairs of the Partnership shall be governed by a partnership agreement (the "Partnership Agreement") which may be amended from time to time by the partners of the Partnership.
6. The latest date upon which the Partnership shall be dissolved and its affairs wound up shall be December 31, 2040.

3258110

0000 0174

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR
BOOK --13 PAGE 165

IN WITNESS WHEREOF, the General Partners acknowledge that this Certificate of Limited Partnership is its act, and further acknowledges, under penalties of perjury, to the best of their knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that they have executed this Certificate of Limited Partnership under seal as of the day and year first above written.

GENERAL PARTNERS:

Osprey Investment Company

By: David R. Lewis (SEAL)
David R. Lewis, President

Abaton Industries, Inc.

By: Peter Zadoretzky (SEAL)
Peter Zadoretzky, President

WITNESS:

E. T. Smith

E. T. Smith

7288 0779

0000 0175

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

OR BOOK -- 13 PAGE 166

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 05^{MA} BUSINESS CODE _____ COUNTY 52
_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	<u>8</u>	<u>1</u> Certified Copy <u>2</u>	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code <u>024</u>
80	_____	For. Limited Partnership	ATTENTION: _____
83	<u>50</u>	Cert. Limited Partnership	<u>Jennifer L. Dube</u>
84	_____	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	Limited Part. Good Standing	
71	_____	Financial	
600	_____	_____ Personal	
	_____	Property Reports and _____	
	_____	late filing penalties	
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other	
	_____	Other	

TOTAL FEES 58
_____ ☒ Check _____ Cash

_____ Documents on _____ checks

APPROVED BY: pcm

3288 0780

0000 0176

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR
BOOK --13 PAGE 167

CERTIFICATE OF LIMITED PARTNERSHIP
OF
DA CAPITAL PARTNERS LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
NOVEMBER 20, 1990 3:11 P.
OF MARYLAND AT O'CLOCK M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:
50.00

SPECIAL
FEE PAID:

M3119583

ANNE ARUNDEL COUNTY

TO THE CLERK OF THE COURT OF

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
FRANK, BERNSTEIN, CONAWAY
& GOLDMAN
300 E LOMBARD STREET
BALTIMORE MD 21202

101C3041642

A 343715



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 7289 0777

0000 0177

OR
BOOK --13 PAGE 168

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR PAYMENT

11-20-90 at 3:11 P.m.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
JACOBSON ASSOCIATES LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Certificate") is made this 20th day of November, 1990, by Michele F. Jacobson and Osprey Investment Company, a Maryland Corporation, as the General Partners.

EXPLANATORY STATEMENT

Michele F. Jacobson and Osprey Investment Company, desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), hereby form a limited partnership for the purposes and on the terms and conditions hereinafter set forth (the "Partnership"), and hereby certify to the Maryland State Department of Assessments and Taxation as follows:

1. The name of the Partnership shall be Jacobson Associates Limited Partnership.
2. The Partnership is formed for the purposes of providing asset, project and portfolio management services as a consultant, developer property manager and/or construction manager and to engage in any and all general business activities related or incidental thereto consistent with the terms and conditions of the Partnership Agreement.
3. The address of the principal office of the Partnership is 180 Admiral Cochrane Drive, Suite 205, Annapolis, Maryland 21401. The name and address of the resident agent of the Partnership is Michele Jacobson, 180 Admiral Cochrane Drive, Suite 205, Annapolis, Maryland 21401.
4. The name and business address of the General Partners are:

Michele F. Jacobson Osprey Investment Company 180 Admiral Cochrane Drive Suite 205 Annapolis, MD 21401	Osprey Investment Company 180 Admiral Cochrane Dr. Suite 205 Annapolis, MD 21401
--	---

5. The relations of the partners and the affairs of the Partnership shall be governed by a partnership agreement (the "Partnership Agreement") which may be amended from time to time by the partners of the Partnership.

3258100

3288 0774

0000 0178

10:11 AM JAN 10 1991


RECEIVED

NOV 20 PM 3 11
STATE DEPT. OF
ASSESSMENTS & TAXATION

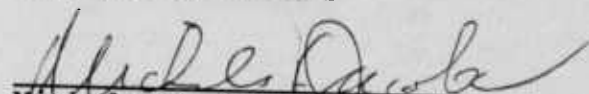
OR
BOOK --13 PAGE 169

6. The latest date upon which the Partnership shall be dissolved and its affairs wound up shall be December 31, 2040.

IN WITNESS WHEREOF, the General Partners acknowledge that this Certificate of Limited Partnership is its act, and further acknowledges, under penalties of perjury, to the best of their knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that they have executed this Certificate of Limited Partnership under seal as of the day and year first above written.

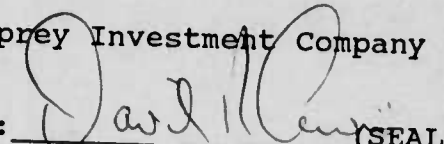

Witness

GENERAL PARTNERS:


Michele F. Jacobson

Osprey Investment Company


Witness

By:  (SEAL)
David R. Lewis, President

3288 0775

0000 0179

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

O.R. BOOK -- 13 PAGE 170

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE

05^{MX}

BUSINESS CODE

COUNTY

52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging

(Transferor)

Surviving

(Transferee)

CODE AMOUNT FEE REMITTED

10 _____ Expedited Fee
20 _____ Organ. & Capitalization
61 _____ Rec. Fee (Arts. of Inc.)
62 _____ Rec. Fee (Amendment)
63 _____ Rec. Fee (Merger or Consolidation)
64 _____ Rec. Fee (Transfer)
65 _____ Rec. Fee (Dissolution)
66 _____ Rec. Fee (Revival)
52 _____ Foreign Qualification
50 _____ Cert. of Qual. or Reg.
51 _____ Foreign Name Registration
13 8 1 Certified Copy 2
56 _____ Penalty
54 _____ For. Supplemental Cert.
53 _____ Foreign Resolution
73 _____ Certificate of Conveyance

Name Change

(New Name)

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent and Resident Agent's Address
_____ Other Change

76 _____ Certificate of Merger/Transfer

Code 024

75 _____ Special Fee
80 _____ For. Limited Partnership
83 50 _____ Cert. Limited Partnership
84 _____ Amendment to Limited Partnership
85 _____ Termination of Limited Partnership
21 _____ Recordation Tax
22 _____ State Transfer Tax
23 _____ Local Transfer Tax
31 _____ Corp. Good Standing
NA _____ Foreign Corp. Registration
87 _____ Limited Part. Good Standing
71 _____ Financial
600 _____ Personal
Property Reports and late filing penalties
70 _____ Change of P.O., R.A. or R.A.A.
91 _____ Amend/Cancellation, For. Limited Part.
Other _____
Other _____

ATTENTION:

Jennifer L. Dubs

MAIL TO ADDRESS:

TOTAL FEES

58

Check

Cash

NOTE:

Documents on _____ checks

APPROVED BY:

pm

7289 0776

0000 0180

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR
BOOK - - 13 PAGE 171

CERTIFICATE OF LIMITED PARTNERSHIP
OF
JACOBSON ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
NOVEMBER 20, 1990 3:11 P.
OF MARYLAND AT O'CLOCK M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID
50.00

SPECIAL
FEE PAID:

\$

\$

\$

M3119575

ANNE ARUNDEL COUNTY

TO THE CLERK OF THE COURT OF

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
FRANK, BERNSTEIN, CONAWAY
& GOLDMAN
300 E LOMBARD STREET
BALTIMORE MD 21202

101C3041641

A 343714



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER, FOLIO.

3289 0773

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR PAYMENT

09-13-90 at 9:05 a.m.

CERTIFICATE OF LIMITED PARTNERSHIP

1990 SEP 13 A 9:05

FOR

DUNMORE DEVELOPMENT LIMITED PARTNERSHIP II

OR BOOK - -13 PAGE 172

THE UNDERSIGNED, intending to form a limited partnership pursuant to the provisions of Title 10 of the Corporations and Associations Article of the Annotated Code of Maryland (the "Maryland Revised Uniform Limited Partnership Act") hereby presents the within Certificate of Limited Partnership for recording among the Limited Partnership Records of the Maryland State Department of Assessments and Taxation certifying as follows:

I. The name of the partnership is Dunmore Development Limited Partnership II (hereinafter referred to as the "Partnership").

II. The purpose for which the Partnership is formed is to acquire a tract of land located on the northeast side of the intersection between Golden Ring Road and Philadelphia Road, Baltimore County, Maryland, and to develop said tract of land with office, commercial and/or retail improvements which will thereafter be owned, operated, leased and/or sold for the mutual benefit and profit of the partners, and to carry on any other business which may be deemed by it to be calculated, directly or indirectly, to effectuate or facilitate the transaction of the aforesaid objects or businesses, or any of them, or any part thereof, or to enhance the value of its property, business or rights.

✓ III. The principal office and address of the Partnership shall be 1 Harbor Lights Lane, Riviera Beach, MD 21122.

IV. The name and address of the resident agent of the Partnership is:

Barry C. Herman
1 Harbor Lights Lane
Riviera Beach, MD 21122

V. The names and addresses of the General Partners are:

James W. Mitchell and
Robin M. Mitchell, tenants by the entireties
111 Hamlet Hill Road, No. 511
Village of Cross Keys
Baltimore, MD 21210

Barry C. Herman
1 Harbor Lights Lane
Riviera Beach, MD 21122

RECEIVED FOR RECORD
1990 NOV -5 AM 9:46

H. E. SCHAFER
CLERK



3270 1568
02568067

0000 0182

OR CR --13 PAGE 173
BOOK BOOK

VI. The term for which the Partnership shall exist shall be from the filing of this Certificate of Limited Partnership among the Limited Partnership Records of the Maryland State Department of Assessments and Taxation and continuing until December 31, 2020.

WITNESS:

GENERAL PARTNERS:

James R. Anderson

James W. Mitchell (SEAL)
James W. Mitchell

Joy C. Martin

Robin W. Mitchell (SEAL)
Robin W. Mitchell

Joy C. Martin

Barry C. Herman (SEAL)
Barry C. Herman

CERT1043.ADM

STATE OF MARYLAND

State Department of Assessments and Taxation

Gene L. Burner, Director

OR OR
BOOK --13 PAGE 174

DOCUMENT CODE

05

BUSINESS CODE

COUNTY

52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging
(Transferor)Surviving
(Transferee)

CODE AMOUNT FEE REMITTED

10 _____ Expedited Fee
20 _____ Organ. & Capitalization
61 _____ Rec. Fee (Arts. of Inc.)
62 _____ Rec. Fee (Amendment)
63 _____ Rec. Fee (Merger or
Consolidation)
64 _____ Rec. Fee (Transfer)
65 _____ Rec. Fee (Dissolution)
66 _____ Rec. Fee (Revival)
52 _____ Foreign Qualification
50 _____ Cert. of Qual. or Reg.
51 _____ Foreign Name Registration
13 _____ Certified Copy
56 _____ Penalty
54 _____ For. Supplemental Cert.
53 _____ Foreign Resolution
73 _____ Certificate of Conveyance

Name Change
(New Name)

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent
Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent
and Resident Agent's Address
_____ Other Change

76 _____ Certificate of Merger/Transfer

75 _____ Special Fee
80 _____ For. Limited Partnership
83 50 _____ Cert. Limited Partnership
84 _____ Amendment to Limited Partnership
85 _____ Termination of Limited Partnership
21 _____ Recordation Tax
22 _____ State Transfer Tax
23 _____ Local Transfer Tax
31 _____ Corp. Good Standing
NA _____ Foreign Corp. Registration
87 _____ Limited Part. Good Standing
71 _____ Financial
600 _____
Property Reports and _____ Personal
late filing penalties
70 _____ Change of P.O., R.A. or R.A.A.
91 _____ Amend/Cancellation, For. Limited Part.
Other _____
Other _____

Code 018

ATTENTION:

Carol E. Townsend

MAIL TO ADDRESS:

TOTAL
FEES

50

✓ Check

Cash

NOTE:

Documents on _____ checks

APPROVED BY:

smj

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

3270 1570

0000 0184

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR
BOOK
--13 PAGE 175

CERTIFICATE OF LIMITED PARTNERSHIP
OF
DUNMORE DEVELOPMENT LIMITED PARTNERSHIP II

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND SEPTEMBER 13, 1990 AT 9:05 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M3083573

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
VENABLE, BAETJER AND HOWARD
ATTN: CAROL E. TOWNSEND
210 ALLEGHENY AVENUE
TOWSON MD 21204

055C3041159

A 339640



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3270 1567

0000 0185

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

ON
BOOK --13 PAGE 175

CERTIFICATE OF LIMITED PARTNERSHIP
OF
DUNMORE DEVELOPMENT LIMITED PARTNERSHIP II

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND SEPTEMBER 13, 1990 AT 9:05 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$

M3083573

TO THE CLERK OF THE COURT OF ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
VENABLE, BAETJER AND HOWARD
ATTN: CAROL E. TOWNSEND
210 ALLEGHENY AVENUE
TOWSON MD 21204

055C3041159

A 339640



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER TOLIO

3270 1557

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD
9-18-90 at 3:00 p.m.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
TILGHMAN QUAY LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Certificate") is made this 18th September, 1990, by CHEYNEY, INC., a Maryland corporation, General Partner.

RECEIVED
SEP 18 1990
STATE DEPT. OF
ASSESSMENTS & TAXATION

EXPLANATORY STATEMENT

Cheyney, Inc., desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), hereby forms a limited partnership on the terms and conditions hereinafter set forth (the "Partnership"), and hereby certifies to the Maryland State Department of Assessments and Taxation as follows:

1. The business of the Partnership shall be conducted under the name "Tilghman Quay Limited Partnership".
2. The address of the principal office of the Partnership is Herrington Harbour South, Route 261, Friendship, Maryland 20758. The name and address of the resident agent of the Partnership is William H. Buck, Esquire, Manis, Snider, Buck & Migdal, Charters, 23 West Street, Annapolis, Maryland 21404.
3. The name and business address of the General Partner is Cheyney, Inc., Route 261, Friendship, Maryland 20758.
4. The affairs of the Partnership shall be governed by a partnership agreement (the "Partnership Agreement") which may be amended from time to time by the partners of the Partnership.

1990 NOV -5 AM 9:48

H. E. SCHAFER
CLERK



02628072

3271 0582

0000 0187

OR. BOOK 13 PAGE 177

5. The Partnership shall be dissolved and its affairs wound up upon (a) the expiration of the term of the Partnership (December 31, 2020), (b) the sale, exchange, or other complete disposition of all of the Partnership's assets, (c) the incapacity of the sole General Partner of the Partnership (unless an election is made to continue the Partnership), or (d) the happening of any other event causing the dissolution of the Partnership under the Act of the Partnership Agreement.


6. The General Partner, on behalf of the Partnership, shall issue a Certificate of Partnership Interest to each of the Partners evidencing such Partner's interest in the Partnership, all as permitted pursuant to Section 10-706 of the act.

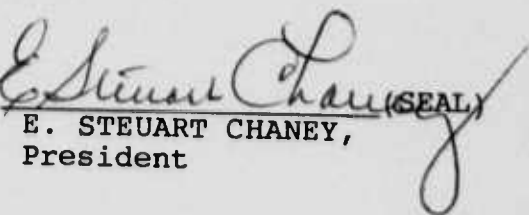
IN WITNESS WHEREOF, the General Partner acknowledges that this Certificate of Limited Partnership is its act, and further acknowledges, under penalties of perjury, to the best of its knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that it has executed this Certificate of Limited Partnership under seal as of the day and year first above written.

ATTEST:

GENERAL PARTNER:

CHEYNEY, INC.


WILLIAM H. BUCK, Secretary

By:  (SEAL)
E. STEUART CHANEY,
President

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STATE OF MARYLAND

State Department of Assessments and Taxation

MA

Gene L. Burner, Director

DOCUMENT CODE 05

BUSINESS CODE _____

COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging
(Transferor) _____

Surviving
(Transferee) _____

CODE AMOUNT FEE REMITTED

10 59 Expedited Fee
20 _____ Organ. & Capitalization
61 _____ Rec. Fee (Arts. of Inc.)
62 _____ Rec. Fee (Amendment)
63 _____ Rec. Fee (Merger or
Consolidation)
64 _____ Rec. Fee (Transfer)
65 _____ Rec. Fee (Dissolution)
66 _____ Rec. Fee (Revival)
52 _____ Foreign Qualification
50 _____ Cert. of Qual. or Reg.
51 _____ Foreign Name Registration
13 8 1 Certified Copy 2
56 _____ Penalty
54 _____ For. Supplemental Cert.
53 _____ Foreign Resolution
73 _____ Certificate of Conveyance

Name Change
(New Name) _____

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent
Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent
and Resident Agent's Address
_____ Other Change _____

76 _____ Certificate of Merger/Transfer

Code 128

75 _____ Special Fee
80 50 For. Limited Partnership
83 _____ Cert. Limited Partnership
84 _____ Amendment to Limited Partnership
85 _____ Termination of Limited Partnership
21 _____ Recordation Tax
22 _____ State Transfer Tax
23 _____ Local Transfer Tax
31 _____ Corp. Good Standing
NA 6 Foreign Corp. Registration 79388
87 1 Limited Part. Good Standing
71 _____ Financial
600 _____ Personal
Property Reports and
late filing penalties
70 _____ Change of P.O., R.A. or R.A.A.
91 _____ Amend/Cancellation, For. Limited Part.
Other _____
Other _____

ATTENTION: _____

Laura Bryan

MAIL TO ADDRESS: _____

TOTAL FEES 123

☒ Check

☐ Cash

NOTE:

Documents on _____ checks

APPROVED BY: Sm 4

CERTIFIED
COPY MADE

3271 0584

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

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CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
TILGHMAN QUAY LIMITED PARTNERSHIP

~~COR.~~ - 13 PAGE 179
~~DEED~~

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND SEPTEMBER 18, 1990 AT 3:00 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M3085099

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
MANIS, SNIDER, BUCK & MIGDAL,
CHARTERED - LAURA BRYAN
23 WEST STREET
P. O. BOX 2400
ANNAPOLIS

MD 21404 2400

057C3041416

A 337394



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

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STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

CERTIFICATE OF LIMITED PARTNERSHIP

OF

OR
BOOK

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APPROVED FOR RECORD

9-20-90 at 8:35 A.M.

The John H. Busser Family

Limited Partnership

A Maryland Limited Partnership

The parties hereto do hereby certify that an Agreement
was made effective the 18th day of September,
1990, at Annapolis, Maryland, by the following, herein
called "General Partners":

John H. Busser, Jr.

Debra D. Busser

and by the following, hereinafter referred to as "Limited
Partners":

John H. Busser, Jr.

Debra D. Busser

Esther H. DiLeo

David Blake Mills

Elizabeth M. Mills

W I T N E S S E T H :

The parties hereto, on the date described above, formed
a Limited Partnership pursuant to the provisions of the
state laws of Maryland.

1. Name. The name of this Limited Partnership is

The John H. Busser Family Limited Partnership.

2. Business. The general character of the Partnership
business shall be to hold, develop and lease real estate
and equipment, and conduct a general business as thereto

1990 NOV -5 AM 9:54

H. ELLI SCHAFER
CLERK



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-13 PAGE 181

related.

3. Principal Place of Business. The location of the principal place of business of the Partnership is 403 South Cherry Grove, Annapolis, Maryland. 21401

4. Registered Agent. The registered agent for service for this Limited Partnership is John H. Busser, whose address is 403 South Cherry Grove, Annapolis, MD 21401

5. The Partners. The General Partners and Limited Partners of this Limited Partnership are as follows:

<u>GENERAL PARTNERS</u>	<u>PLACE OF RESIDENCE</u>
John H. Busser, Jr.	403 S. Cherry Grove, Annapolis, MD 21401
Debra D. Busser	403 S. Cherry Grove, Annapolis, MD 21401

<u>LIMITED PARTNERS</u>	<u>PLACE OF RESIDENCE</u>
John H. Busser, Jr.	403 S. Cherry Grove, Annapolis, MD 21401
Debra D. Busser	403 S. Cherry Grove, Annapolis, MD 21401
Esther H. DiLeo	403 S. Cherry Grove, Annapolis, MD 21401
David Blake Mills	403 S. Cherry Grove, Annapolis, MD 21401
Elizabeth M. Mills	403 S. Cherry Grove, Annapolis, MD 21401

6. Term. The Partnership shall begin on the 18th day of September, 1990, and shall continue for twenty-five (25) years thereafter unless sooner dissolved by law or by agreement of the parties hereto or unless extended by a majority agreement of the Partners.

7. Additional Contributions. No additional contributions of the Limited Partners have been agreed upon.

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8. Return of Contributions. No Limited Partner shall be entitled to withdraw or demand the return of any part of his capital contribution except upon dissolution of the Partnership.

9. Profits. All annual net profits of the Partnership shall be divided among the General and Limited Partners in the same proportions as the Partners' then capital interest accounts, unless retained for the Partnership investment and business activities.

10. Assignments. A Limited Partner shall have the right to sell his interest in the Partnership acting through the guardian, but only after such Limited Partner gives to the Partnership a 120-day opportunity to purchase such interest, as explained in detail by the Partnership Agreement.

11. Additional Limited Partners. The General Partner may admit additional limited partners.

12. Priority Among Limited Partners. There is no priority of one Limited Partner over another as to the contributions or compensation by way of income.

13. Continuance of Business. Upon the death, retirement or insanity of the surviving General Partner, the Partnership shall dissolve unless continued by the remaining Partners and selecting when necessary a new General Partner. If the last surviving or serving General Partner has died, retired and/or becomes insane, then the Limited Partners holding interest in capital in excess of fifty percent (50%) of the capital owned by all Limited Partners may elect to continue the Partnership by selecting a new General Partner.

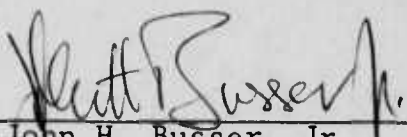
14. Property Other Than Cash. A Limited Partner may not demand property other than cash in return for his contributions.

15. Amount of Cash and Agreed Value and Description of Other Property Contributed. The Partners in the Limited Partnership have contributed their interest in the property as set forth in Schedule "A" attached hereto, with an agreed value of \$50,000.

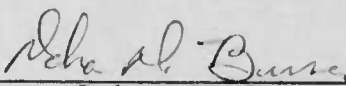
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<u>Partner</u>	<u>Percentage Interest</u>	<u>Contribution</u>
John H. Busser, Jr.	100%	\$50,000

GENERAL PARTNERS:

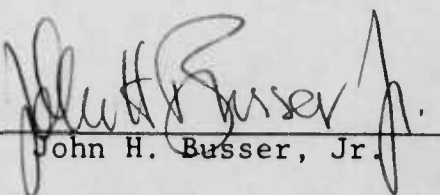


John H. Busser, Jr.

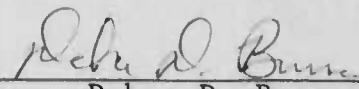


Debra D. Busser

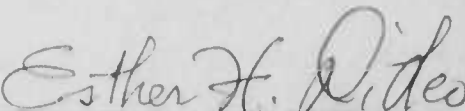
LIMITED PARTNERS:



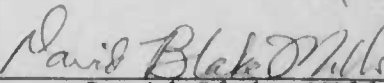
John H. Busser, Jr.



Debra D. Busser



Esther H. DiLeo



David Blake Mills 0415

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Elizabeth M. Mills
Elizabeth M. Mills*

* By Debra D. Busser as Custodian

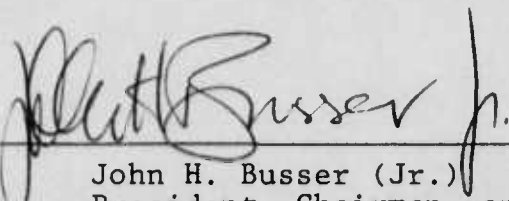
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SCHEDULE "A"

Attached to the John H. Busser Family Limited Partnership
dated the 18th day of September, 1990.

1. One hundred percent (100%) of the capital stock of
National Capital Holdings, Inc., a Maryland corporation.

The above-described stock is hereby conveyed to said
John H. Busser Family Limited Partnership.



John H. Busser (Jr.)
President, Chairman, and
Chief Executive Officer

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MINUTES of a meeting of the Board of Directors of

NATIONAL CAPITAL HOLDINGS, INC.

held on September 14, 1990 at 4pm o'clock.

The following members of the Board were present:

John H. Busser

The secretary presented to the meeting a written proposal as follows:

That all capital stock of the corporation, both issued and authorized, be conveyed to the John H. Busser Family Limited Partnership for good and valuable consideration.

Upon motion duly made, seconded, and carried, the item of business as proposed was adopted.

There being no further business before the meeting, on motion duly made, seconded, and carried, the meeting was adjourned.

Dated: 9/14/90

John H. Busser
Secretary

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STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

OFF
BOOK

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APPROVED FOR PAYMENT

LIMITED PARTNERSHIP AGREEMENT

at 8:35 a.m.

OF

The John H. Busser Family
Limited Partnership

This Limited Partnership Agreement, made effective
the 18th day of September, 1990, by the following,
hereinafter known as "General Partners":

John H. Busser, Jr.

Debra D. Busser

and by the following, hereinafter referred to as "Limited
Partners":

John H. Busser, Jr.

Debra D. Busser

Esther H. DiLeo

David Blake Mills

Elizabeth M. Mills

The said Partners do hereby covenant and agree to the
formation of this Limited Partnership and do hereby covenant
and agree to be bound by these Articles as follows, to-wit:

ARTICLE I

FORMATION OF LIMITED PARTNERSHIP

NAME: PRINCIPAL PLACE OF BUSINESS

Section 1.1. Formation. The Partners hereby form
a Limited Partnership pursuant to the provisions of the
state laws of Maryland. The Partners shall
execute and cause to be filed a Certificate of Limited Part-
nership, as required by Maryland law.

Section 1.2. Name. The Partnership shall operate

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under the name of The John H. Busser Family Limited Partnership.

Section 1.3. Principal Place of Business. The principal place of business shall be at Annapolis, Anne Arundel County, state of Maryland, with such other places of business as may be agreed upon by the Partners from time to time.

ARTICLE II

TERM OF THE PARTNERSHIP

The Partnership shall commence on the date hereof and shall continue for twenty-five years, unless sooner terminated by law or as hereinafter provided.

ARTICLE III

ACCOUNTING FOR THE PARTNERSHIP

Section 3.1. Method of Accounting. The Partnership shall keep its accounting records and shall report for income tax purposes on the cash basis. The records shall be maintained in accordance with generally accepted accounting principles.

Section 3.2. Annual Statements. Financial statements shall be prepared not less than annually by an independent public accountant and copies of the statement shall be delivered to each Partner. Copies of all income tax returns filed by the Partnership also shall be furnished to all Partners.

Section 3.3. Annual Meeting to Review Financial Statements. Not less than once a year, and as soon as possible after completion of the financial statements, a meeting shall be held of all General and Limited Partners. The independent public accountant shall review and discuss the financial statements at that meeting and report to the Limited Partners the financial condition of The John H. Busser Family Limited Partnership. All annual meetings shall be held at the principal place of business in Annapolis, Maryland on the first Tuesday in July of each year unless otherwise provided pursuant to actual or constructive notice to each General and Limited Partner.

Section 3.4. Interim Financial Statements. On written

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request, any Limited Partner shall be entitled to copies of any interim financial statements prepared for the General Partners.

ARTICLE IV

CAPITAL CONTRIBUTIONS

Section 4.1. Initial Capital Contributions. The initial capital contributions shall be as follows:

GENERAL PARTNERS:

John H. Busser, Jr.	1%
Debra D. Busser	1%

LIMITED PARTNERS:

Esther H. DiLeo	30%
David Blake Mills	34%
Elizabeth M. Mills	34%

(Debra D. Busser shall act as Custodian for the partnership interests of David Blake Mills and Elizabeth M. Mills.)

Percentage interests express the share of property shown on the attached Schedule "A", contributed by and for the Partners.

Section 4.2. Respective interests of Partners in the Initial Capital Contribution. The interests of the Partners in the capital originally contributed are the same as listed above.

Section 4.3. Additional Capital Contributions. There shall be no additional capital contributions to the capital of the Partnership unless otherwise agreed to in writing by all of the Partners. A Limited Partner or a General Partner may assign his interest to others but only as hereinafter provided.

Section 4.4 Return of Capital Contributions. No Limited Partner shall be entitled to withdraw or demand the return of any part of his capital contribution except upon dissolution

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of the Partnership and as specifically provided for in this Agreement.

ARTICLE V

CAPITAL ACCOUNTS; DRAWING ACCOUNTS

Section 5.1. Capital Accounts. An individual capital account shall be maintained for each General and Limited Partner. The capital interest of each General and Limited Partner shall consist of his original contribution increased by (a) his additional contributions to capital and (b) his share of Partnership profits transferred to capital, and decreased by (a) distributions to him in reduction of his Partnership capital and (b) his share of Partnership losses if transferred from his drawing account.

Section 5.2. Drawing Accounts. An individual drawing account shall be maintained for each General and Limited Partner. All withdrawals other than salaries made by a General or Limited Partner shall be charged to his drawing account. Each Partner's share of profits and losses shall be credited or charged to his drawing account.

A credit balance of a Partner's drawing account shall constitute a Partnership liability to that Partner; it shall not constitute a part of his capital account or his interest in the capital of the Partnership. If, after the net profit or the net loss of the Partnership for the fiscal year has been determined, a Partner's drawing account shows a deficit (a debit balance), whether occasioned by drawings in excess of his share of Partnership profits or by charging him for his share of a Partnership loss, the deficit shall constitute an obligation of that Partner to the Partnership to the extent of the Partner's capital account, but in no event shall any Limited Partner be liable for any amount beyond the balance in his capital account.

Payment of any amount owing to the Partnership shall be made in a manner and time determined by the General Partners. Such obligations shall not be made payable on demand nor

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shall interest be charged thereon above the prime interest rate plus 3 percentage points. The Limited Partners may determine by vote of a majority in interest to transfer any portion of their respective profit or loss to their capital accounts at any time, provided the transfers do not change the Partners respective Partnership interests except by written consent of all Partners.

ARTICLE VI

PROFITS OR LOSSES

Section 6.1. Interests in Profits or Losses. The net profits or net losses of the Partnership shall be credited or charged to the Partners in proportion to their Partnership interests (generally construed as The Capital Account).

Section 6.2 Limitation On Liability for Losses Chargeable to Limited Partners. No Limited Partner shall personally be liable for any of the losses of the Partnership beyond his capital interest in the Partnership.

Section 6.3. Distribution of Profits. The earnings of the Partnership shall be distributed at least annually except that earnings may be retained by the Partnership and transferred to Partnership capital for the reasonable needs of the business as determined in the sole discretion of the General Partners.

ARTICLE VII

ADMINISTRATIVE PROVISIONS

Section 7.1. Management. The business of the Partnership shall be under the exclusive control of the General Partners who shall act by a majority vote in all business affairs. For these purposes each General Partner shall have one vote. The Limited Partners shall not participate in the management of the business of the Partnership.

Section 7.2. Time Devoted by General Partners. The General Partners are required to devote to the business of the Partnership such time as is reasonable and prudent.

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Section 7.3. Banking. All funds in the Partnership shall be deposited in its name in such checking account or accounts as shall be designated by the General Partners. All withdrawals therefrom shall be made upon checks signed by at least one (1) of the General Partners. A General Partner shall have all the rights and powers, and be subject to all the restrictions and liabilities, of a Partner in a Partnership without Limited Partners, except that without the written consent or ratification of the specific act by all the Limited Partners, a General Partner or all of the General Partners have no authority that is specifically denied them according to the state laws of Maryland.

Section 7.4. Validity. If any portions of this Agreement shall be held invalid or inoperative, then, insofar as it is reasonable and possible,

(a) the remainder of this Agreement shall be considered valid and operative, and

(b) effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 7.5. Indemnification. The Partnership shall promptly indemnify each Partner for payments reasonably made and personal liabilities reasonably incurred by him in the ordinary conduct of Partnership business, or for the preservation of its business or property.

Section 7.6 Powers of General Partners. The General Partners shall conduct the business of the Limited Partnership with full and complete power to do any and all things, including acting through a Managing General Partner or through any duly authorized manager or other agent, except as otherwise provided herein; and the General Partners shall use their reasonable efforts to provide that each Limited Partner has the full enjoyment of its Partnership interest. Such General Partners shall have and are hereby granted the usual, proper and necessary authority and powers to manage, control, operate, conduct and carry on the business of the Partnership; keep the books and records thereof; employ, discharge and

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pay and compensate necessary employees, clerks, and helpers; and have the authority to draw checks and drafts on the Partnership bank accounts. The General Partners shall be under no obligation to spend any of the capital of the Limited Partnership, but they may use such portions thereof as they deem essential for the best interests of the Partnership. The General Partners may by agreement, grant, assign, transfer, lease or let any of the property of the Limited Partners, whether real or personal, in furtherance of the business of the Partnership and, in connection therewith, to execute in the Partnership's name, any and all deeds, documents, bills of sale, and other papers pertaining to the business of the Partnership. In order to conduct and carry on the general purposes for which this Limited Partnership is organized, the General Partners may borrow money from time to time for and on behalf of this Limited Partnership from any bank, trust company, savings and loan association, life insurance company, or other individuals or lending agencies; may renew and extend such loans from time to time; may make, execute and deliver promissory notes, endorsements and other obligations of this Partnership as evidence of any such loans; and may secure the payments of such loans and the interest thereon by the pledge, conveyance, mortgage, or assignment in trust of the whole or any part of the property of this Partnership owned at the time or acquired thereafter.

ARTICLE VIII

SALARY TO GENERAL PARTNERS

Section 8.1. Original Salary. Annually, the General Partners shall each receive a reasonable salary for services rendered, which shall be in addition to their respective share of Partnership profits. It is the intention of the parties that each General Partner shall receive reasonable compensation for services rendered by him to the Partnership. His compensation shall be reviewed periodically and adjusted.

ARTICLE IX

DURATION OF BUSINESS; DISSOLUTION; ARBITRATION

Section 9.1. The Limited Partnership shall continue
(a) until all of the interests in the property acquired
by it have been sold or disposed of, or have been abandoned;
or (b) until dissolved and terminated as provided for herein-
below.

Section 9.2. The Limited Partnership shall not be
terminated by the death, insanity, bankruptcy, withdrawal
or expulsion of any Limited Partner; by the assignment by
any Limited Partner of his interest; or by the admission
of a new Limited Partner; or admission of an additional
General Partner.

Section 9.3. The General Partners may terminate the
interest of a Limited Partner and expel him: (a) for interfering
in the management of the Limited Partnership affairs or
otherwise engaging in conduct which could result in the
Limited Partnership losing its tax status as a partnership;
(b) if the conduct of a Limited Partner tends to bring the
Limited Partnership into disrepute or his interest becomes
subject to attachment, garnishment, or similar legal proceedings
or (c) for failing to meet any commitment to the General
Partner in accordance with any written undertaking. In each
of the foregoing events, the termination shall not result
in a forfeiture to the Limited Partner of the value of his
interest(s) in the Partnership at the time of termination.

Section 9.4. Upon the written consent or affirmative
vote of Limited Partners owning 89% of the then outstanding
Partnership interests, the General Partner may be removed
if, simultaneously with such removal, a successor General
Partner is elected by the Limited Partners owning 89% of
the then outstanding Partnership interest.

Section 9.5. The Limited Partnership shall be dissolved
only upon the occurrence of any of the following events:

a. The written consent or affirmative vote to
dissolve the Limited Partnership of Limited Partners owning

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more than 89% of the then outstanding Partnership interests.

b. The failure to elect a successor to the General Partner simultaneously with the removal of the General Partner in accordance with Section 9.4.

c. The bankruptcy or dissolution (except by way of merger, consolidation or corporate organization or reorganization or death, insanity, or retirement of the surviving General Partner), provided, that in any such event, the Limited Partners owning more than 50% of the then outstanding Partnership interests may determine to re-form the Limited Partnership and elect a new General Partner in place of the General Partner and continue the Partnership's business; in such event, the Limited Partnership shall be dissolved and all of its assets and liabilities shall be contributed to a new Limited Partnership which shall be formed and all parties to this Agreement (except the General Partner) and such new General Partner shall become parties to such new Limited Partnership. For purposes of obtaining the required vote to re-form the Partnership, Limited Partners owning 10% or more of the then outstanding Partnership interests may cause to be sent to Limited Partners of record, as of a date no more than 20 days prior to the date fixed by such Limited Partners for holding a Partnership meeting, a notice setting forth the purpose of the meeting. Expenses incurred in the reformation, or attempted reformation, of the Partnership shall be deemed expenses of the Limited Partnership.

d. The disposition or sale of all interests in real estate and other Partnership assets.

e. The expiration of the time period set forth in Article 11.

f. Voluntary dissolution of the Partnership by agreement of the Partners.

g. The entry of a dissolution decree or judicial order by a court of competent jurisdiction or by operation of law.

Section 9.6. In the event of dissolution and final

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termination:

a. The General Partners shall wind up the affairs of the Limited Partnership, shall sell all the Limited Partnership assets as promptly as is consistent with obtaining, insofar as possible, the fair value thereof, and after paying all liabilities, and including all costs of dissolution, and subject to the right of the General Partners to set up cash reserves, to meet short-term Partnership liabilities, other liabilities or obligations of the Limited Partnership, all distribute the remainder ratable to the Partners pursuant to the relevant provisions of this Agreement.

ARTICLE X

TRANSFER OF INTEREST OF A LIMITED PARTNER

Section 10.1. Sale. A Limited Partner may sell his Partnership interest, but only after he has first offered it to the Partnership as follows:

a. The Limited Partner shall give written notice to the Partnership that he desires to sell his interest. He shall attach to that notice the written offer of a prospective purchaser to buy the interest. This offer shall be complete in all details of purchase price and terms of payment. The Limited Partner shall certify that the offer is genuine and in all respects what it purports to be.

b. For 120 days from receipt of the written notice from the Limited Partner, the Partnership shall have the option to retire the interest of the Limited Partner at the price and on the terms contained in the offer submitted by the Limited Partner.

c. If the Partnership does not exercise the option to acquire his interest, the Limited Partner shall be free to sell his Partnership interest to the said prospective purchaser for the price, and on the terms contained in the certified offer submitted by the Limited Partner.

Section 10.2. Assignment. A limited Partner may assign his Partnership interest to other Limited Partners without

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the consent of any other Limited Partner.

Section 10.3. Substituted Limited Partner. No assignee or transferee of the whole or any portion of a Limited Partner's interest in the Limited Partnership shall have the right to become a substituted Limited Partner in place of his assignor unless all of the following conditions are satisfied:

a. The General Partner, in its sole and absolute discretion, has consented in writing to the admission of the assignee as a substituted Limited Partner;

b. The fully executed and acknowledged written instrument of assignment which has been filed with the Limited Partnership sets forth the intention of the assignor that the assignee become a substitute Limited Partner;

c. The Limited Partnership interest being acquired by the assignee consists of 100% of the assigning Limited Partner's interest.

d. The assignor and assignee execute and acknowledge such other instruments as the General Partner may deem necessary or desirable to effect such admission, including the written acceptance and adoption by the assignee of the provisions of this Agreement and his execution, acknowledgement and delivery to the General Partner of a Power of Attorney, the form and content of which shall be provided by the General Partner; and

e. A transfer fee of \$20,000 has been paid by assignee to the Limited Partnership.

The General Partner may elect to treat an assignee who has not become a substituted Limited Partner as a substituted Limited Partner in the place of his assignor should it deem, in its sole discretion, that such treatment is in the best interest of the Limited Partnership for any of its purposes or for any of the purposes of this Agreement.

No consent of any of the Limited Partners is required to effect the substitution of a Limited Partner, except that a Limited Partner who assigns his interest must evidence his intention that his assignee be admitted as a substituted

OR. BOOK - - 13 PAGE 198-
Limited Partner in his place and execute any instruments
required in connection therewith.

The General Partner will be required to amend the Agreement of Limited Partnership only quarterly to reflect the substitution of Limited Partners. Until the Agreement of Limited Partnership is so amended, an assignee shall not become a substituted Limited Partner.

Upon the death or legal incompetency of an individual Limited Partner, his personal representative shall have all of the rights of a Limited Partner for the purpose of settling or managing his estate, and such power as the decedent or incompetent possesses to constitute a successor as an assignee of its interest in the Limited Partnership and to join with such assignee in making application to substitute such assignee as a Limited Partner.

Upon the bankruptcy, insolvency, dissolution or other cessation to exist as a legal entity, of a Limited Partner not an individual, the authorized representative of such entity shall have all the rights of a Limited Partner for the purpose of effecting the orderly winding up and disposition of the business of such entity and such power as such entity possessed to constitute a successor as an assignee of its interest in the Limited Partnership and to join with such assignee in making application to substitute such assignee as a Limited Partner.

Anything in this Agreement to the contrary notwithstanding, no Limited Partner or other person who has become the holder of interests in this Limited Partnership shall transfer, assign or encumber all or any portion of his interests in the Limited Partnership during any fiscal year if such transfer, assignment or encumbrance would (in the sole and unreviewable opinion of the General Partner) result in the termination of the Partnership for purposes of the then-applicable provisions of the Internal Revenue Code of 1954, as amended.

In the event a vote of the Limited Partners shall be taken pursuant to this Agreement for any reason, a Limited

OR.
BOOK

--13 PAGE 199 -

Partner shall, solely for the purpose of determining the number of Partnership interests held by him in weighting his vote, be deemed the holder of any Partnership interests assigned by him in respect of which the assignee has not become a substituted Limited Partner.

Anything in this Agreement to the contrary notwithstanding, no Limited Partner or other person who has become the holder of interests in the Partnership shall transfer, assign, or encumber all or any portion of his interests in the Limited Partnership unless obtaining the prior written consent of the Director of the Securities Commission, if required under the Commission's rules and the opinion of counsel for the Partnership so that the transfer will not violate any federal or applicable state securities laws.

ARTICLE XI

VOLUNTARY DISSOLUTION

Section 11.1 Winding Up the Partnership. On any voluntary dissolution, the Partnership shall immediately commence to wind up its affairs. The Partners shall continue to share profits and losses during the period of liquidation in the same proportions as before dissolution. The proceeds from liquidation of Partnership assets shall be applied as follows:

- a. Payment to creditors of the Partnership, other than Partners, in the order of priority provided by law.
- b. Payment to Partners for unpaid salaries and for the credit balances in their drawing accounts.
- c. Payment to the Partners of credit balances in their capital accounts.

Section 11.2. Gains or Losses in Process of Liquidation. Any gain or loss on disposition of Partnership properties in liquidation shall be credited or charged to the Partners in the proportions of their interest in profits or losses as specified in Section 6.1. Any property distributed in kind in liquidation shall be valued and treated as though

OR BOOK -- 13 PAGE 200

the property were sold and the cash proceeds were distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on sale of the property and shall be credited or charged to the Partners in the proportions of their interests in profits and losses as specified in Section 6.1.

ARTICLE XII

AMENDMENTS

Except with respect to vested rights of the Partners, this Partnership Agreement may be amended at any time by a majority vote as measured by the interest in the sharing of profits and losses. A copy of any amendment shall be promptly mailed or delivered to each Partner at his or her last known address.

ARTICLE XIII

POWER OF ATTORNEY

Each Limited Partner makes, constitutes and appoints the General Partners, with full power of substitution, his true and lawful attorneys for him and in his name, place and stead and for his use and benefit, to sign, execute, certify, acknowledge, file and record this Agreement, and to sign, execute, certify, acknowledge, file and record all appropriate instruments amending this Agreement as now hereafter amended, including, without limitation, agreements or other instruments or documents: (i) to reflect the exercise by the General Partners of any of the powers granted to them under this Agreement; (ii) to reflect any amendments duly made to the Agreement; (iii) to reflect the admission to the Partnership of a substituted Limited Partner or the withdrawal of any Partner, in the manner prescribed in this Agreement; and (iv) which may be required of the Partnership or of any Partner by the laws of our State or any other jurisdiction or governmental agency. Each Limited Partner authorizes such attorneys-in-fact to take any further action

OR. BOOK -- 13 PAGE 200

which such attorneys-in-fact shall consider necessary or advisable to be done in and about the foregoing (including the power to consent to items (i), (ii), (iii) and (iv) above as fully as such Limited Partner might or could do if personally present) and hereby ratifies and confirms all that such attorneys-in-fact shall lawfully do or cause to be done by virtue hereof.

GENERAL PARTNERS:

John H. Busser Jr.
JOHN H. BUSSE (Jr.)

Debra D. Busser
DEBRA D. BUSSE

LIMITED PARTNERS:

John H. Busser Jr.
JOHN H. BUSSE (Jr.)

Debra D. Busser
DEBRA D. BUSSE

Esther H. Dileo
ESTHER H. DILEO

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR
BOOK

OR BOOK -- 13 PAGE 202

David Blake Mills

DAVID BLAKE MILLS

By Debra D. Busser as Custodian

Elizabeth M. Mills

ELIZABETH M. MILLS

By Debra D. Busser as Custodian

3272 0434

STATE OF MARYLAND

State Department of Assessments and Taxation

Gene L. Burner, Director

OR BOOK -- 13 PAGE 203

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE

BUSINESS CODE

COUNTY

P.A. Religious Close Stock Nonstock

Merging
(Transferor)

Surviving
(Transferee)

CODE AMOUNT FEE REMITTED

10 Expedited Fee
20 Organ. & Capitalization
61 Rec. Fee (Arts. of Inc.)
62 Rec. Fee (Amendment)
63 Rec. Fee (Merger or
Consolidation)
64 Rec. Fee (Transfer)
65 Rec. Fee (Dissolution)
66 Rec. Fee (Revival)
52 Foreign Qualification
50 Cert. of Qual. or Reg.
51 Foreign Name Registration
13 Certified Copy
56 Penalty
54 For. Supplemental Cert.
53 Foreign Resolution
73 Certificate of Conveyance

Name Change
(New Name)

Change of Name
Change of Principal Office
Change of Resident Agent
Change of Resident Agent
Address
Resignation of Resident Agent
Designation of Resident Agent
and Resident Agent's Address
Other Change

76 Certificate of Merger/Transfer

Code

75 Special Fee
80 For. Limited Partnership
83 Cert. Limited Partnership
84 Amendment to Limited Partnership
85 Termination of Limited Partnership
21 Recordation Tax
22 State Transfer Tax
23 Local Transfer Tax
31 Corp. Good Standing
NA Foreign Corp. Registration
87 Limited Part. Good Standing
71 Financial

ATTENTION:

MAIL TO ADDRESS:

John Busser
403 South Cherry
Grove
Annapolis, Md.
21401

TOTAL
FEES

50

Check

Cash

NOTE:

Documents on checks

APPROVED BY:

PCN

3272 0435

0000 0214

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR BOOK --13 PAGE 204

OR BOOK -

CERTIFICATE OF LIMITED PARTNERSHIP
OF
THE JOHN H. BUSSEY FAMILY LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND SEPTEMBER 20, 1990 AT 8:35 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID

RECORDING
FEE PAID

SPECIAL
FEE PAID

\$

\$ 50.00

\$

M3087020

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
JOHN H. BUSSEY
403 SOUTH CHERRY GROVE
ANNAPOLIS MD 21401

060C3041686

A 337644



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

7272 0411

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

STATE OF MARYLAND

OR BOOK -- 13 PAGE 203 OR BOOK

State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE

05 MA

BUSINESS CODE

COUNTY

52

P.A. Religious Close Stock Nonstock

Merging
(Transferor)

Surviving
(Transferee)

CODE AMOUNT FEE REMITTED

10 Expedited Fee
20 Organ. & Capitalization
61 Rec. Fee (Arts. of Inc.)
62 Rec. Fee (Amendment)
63 Rec. Fee (Merger or
Consolidation)
64 Rec. Fee (Transfer)
65 Rec. Fee (Dissolution)
66 Rec. Fee (Revival)
52 Foreign Qualification
50 Cert. of Qual. or Reg.
51 Foreign Name Registration
13 Certified Copy
56 Penalty
54 For. Supplemental Cert.
53 Foreign Resolution
73 Certificate of Conveyance

Name Change
(New Name)

Change of Name
Change of Principal Office
Change of Resident Agent
Change of Resident Agent
Address
Resignation of Resident Agent
Designation of Resident Agent
and Resident Agent's Address
Other Change

76 Certificate of Merger/Transfer

Code

75 Special Fee
80 For. Limited Partnership
83 Cert. Limited Partnership
84 Amendment to Limited Partnership
85 Termination of Limited Partnership
21 Recordation Tax
22 State Transfer Tax
23 Local Transfer Tax
31 Corp. Good Standing
NA Foreign Corp. Registration
87 Limited Part. Good Standing
71 Financial

ATTENTION:

MAIL TO ADDRESS:

John Busser
403 South Cherry
Grove
Annapolis, Md.
21401

TOTAL
FEES

50

Check

Cash

NOTE:

Documents on checks

APPROVED BY:

PCN

3272 0435

0000 0216

STATE DEPARTMENT OF ASSESSMENT
AND TAXATION

APPROVED FOR RECORD

12/21/90 at 12:06 p.m.

BOOK -- 13 PAGE 205

RECEIVED

CERTIFICATE OF LIMITED PARTNERSHIP

90 DEC 21 PM 12 56

STATE DEPT. OF
ASSESSMENTS & TAXATION

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made this 20th day
of December, 1990, by the undersigned parties.

WITNESSETH:

We, the undersigned parties, constituting all of the general
partners of the Seabelt Limited Partnership hereby certify that:

Throughout this Certificate, any word or words that are
defined in the Maryland Revised Uniform Limited Partnership Act,
as amended from time to time ("MRULAP"), shall have the same
meaning as provided in the MRULPA, and the word or words listed
below within quotation marks shall be deemed to include the words
which follow them:

- A. "Certificate" - This Certificate of Limited Partnership.
- B. "Partnership" - This Limited Partnership.

1. PARTNERSHIP NAME.

The name of the Partnership shall be "Seabelt Limited
Partnership".

2. PRINCIPAL OFFICE AND RESIDENT AGENT. The address of the
principal office of the Partnership in this State is 1831 Forest
Drive, Suite B, Annapolis, Maryland 21401. The name and address
of the resident agent of the Partnership in this State is E. Lee
Meadows, 1831 Forest Drive, Suite B, Annapolis, Maryland 21401.

3. NAMES AND ADDRESSES OF GENERAL PARTNERS. The name and the
business, residence, or mailing address of each general partner are
set forth on the signature pages hereof.

03588923

0000 0217

OR BOOK -- 13 PAGE 206

4. **DISSOLUTION.** The latest date upon which the Partnership
is to dissolve is 2030.

IN WITNESS WHEREOF, this Certificate of Limited Partnership
has been signed this 20th day of December 1990.

GENERAL PARTNER:

SEASHELL DEVELOPMENT CORPORATION
1831 Forest Drive, Suite B
Annapolis, Maryland 21401

By: E Lee Meadows
E. Lee Meadows, President

7296 0149

0000 0218

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

88
#89K -- 13 PAGE 207

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE

05 WLS

BUSINESS CODE

COUNTY

52

P.A. Religious Close Stock Nor stock

Merging
(Transferor)

Surviving
(Transferee)

CODE AMOUNT FEE REMITTED

10 30 Expedited Fee
20 Organ. & Capitalization
61 Rec. Fee (Arts. of Inc.)
62 Rec. Fee (Amendment)
63 Rec. Fee (Merger or
Consolidation)
64 Rec. Fee (Transfer)
65 Rec. Fee (Dissolution)
66 Rec. Fee (Revival)
52 Foreign Qualification
50 Cert. of Qual. or Reg.
51 Foreign Name Registration
13 Certified Copy
56 Penalty
54 For. Supplemental Cert.
53 Foreign Resolution
73 Certificate of Conveyance

Name Change
(New Name)

Change of Name
Change of Principal Office
Change of Resident Agent
Change of Resident Agent
Address
Resignation of Resident Agent
Designation of Resident Agent
and Resident Agent's Address
Other Change

76 Certificate of Merger/Transfer

Code 133

75 Special Fee
80 For. Limited Partnership
83 Cert. Limited Partnership
84 Amendment to Limited Partnership
85 Termination of Limited Partnership
21 Recordation Tax
22 State Transfer Tax
23 Local Transfer Tax
31 Corp. Good Standing
NA Foreign Corp. Registration
87 Limited Part. Good Standing
71 Financial

ATTENTION:

Ronald E. Council

MAIL TO ADDRESS:

TOTAL
FEES

80

Check

Cash

NOTE:

2

Documents on

checks

APPROVED BY:

Amf

log2

3296 0150

0000 0219

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR
BOOK --13 PAGE 208

**CERTIFICATE OF LIMITED PARTNERSHIP
OF
SEABELT LIMITED PARTNERSHIP**

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND **DECEMBER 21, 1990** AT **12:56** O'CLOCK **P.** M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ **50.00**

SPECIAL
FEE PAID:

\$ _____

M3136850

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
COUNCIL, BARADEL, KOSMERL
& NOLAN, P.A.
POST OFFICE BOX 2289
125 WEST STREET, FOURTH FLOOR
ANNAPOLIS MD 21404 2289

122C3047154

A 345978



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3296 0147

0000 0220

BOOK - - 13 PAGE 209

POINT PLEASANT HEALTH PARK LIMITED PARTNERSHIP

Statement of Change of Resident Agent

December 16, 1990

TO: State Department of Assessments and Taxation
301 West Preston Street
Baltimore, MD 21201

Gentlemen:

The above limited Partnership, by Arundel Geriatric & Nursing Center, Inc. its General Partner, pursuant to Md. Corp. & Assoc. Code, §10-104, hereby authorizes the change of the Resident Agent of Point Pleasant Health Park Limited Partnership

from Vida Sullivan
7355 Furnace Branch Road
Glen Burnie, MD 21061

to J. Martin McDonough, Jr.
Suite 402, 117 Water Street
Baltimore, Maryland 21202

POINT PLEASANT HEALTH PARK
LIMITED PARTNERSHIP

By: ARUNDEL GERIATRIC & NURSING
CENTER, INC., General Partner,

By: Joseph B. Francus
Joseph B. Francus, President

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR PAYMENT

12-24-90 at 8:17 A.M.

7296 0031

0000 0221

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 111
301 West Preston Street
Baltimore, Maryland 21201

OR BOOK - 13 PAGE 210

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE BUSINESS CODE COUNTY 32

M2154524 P.A. Religious Close Stock Nonstock

Merging
(Transferor)

Surviving
(Transferee)

CODE AMOUNT FEE REMITTED

10 Expedited Fee
20 Organ. & Capitalization
61 Rec. Fee (Arts. of Inc.)
62 Rec. Fee (Amendment)
63 Rec. Fee (Merger or Consolidation)
64 Rec. Fee (Transfer)
65 Rec. Fee (Dissolution)
66 Rec. Fee (Revival)
52 Foreign Qualification
50 Cert. of Qual. or Reg.
51 Foreign Name Registration
13 Certified Copy
56 Penalty
54 For. Supplemental Cert.
53 Foreign Resolution
73 Certificate of Conveyance

Name Change
(New Name)

Change of Name
Change of Principal Office
Change of Resident Agent
Change of Resident Agent
Address
Resignation of Resident Agent
Designation of Resident Agent
and Resident Agent's Address
Other Change

76 Certificate of Merger/Transfer

Code

75 Special Fee
80 For. Limited Partnership
83 Cert. Limited Partnership
84 Amendment to Limited Partnership
85 Termination of Limited Partnership
21 Recordation Tax
22 State Transfer Tax
23 Local Transfer Tax
31 Corp. Good Standing
NA Foreign Corp. Registration
87 Limited Part. Good Standing
71 Financial

ATTENTION:

MAIL TO ADDRESS:

J. Martin M. Donough Jr.

117 Water Street

Suite 402

Baltimore, Md 21202

600 Personal
Property Reports and
late filing penalties
70 \$10.00 Change of P.O., R.A. or R.A.A.
91 Amend/Cancellation, For. Limited Part.
Other

TOTAL
FEES \$10.00

1 Check Cash

NOTE:

3296 0832

1 Documents on 1 checks

APPROVED BY: BHC

0000 0222

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR
BOOK - - 13 PAGE 211

CHANGE OF RESIDENT AGENT AND RESIDENT AGENTS ADDRESS
OF
POINT PLEASANT HEALTH PARK LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND DECEMBER 24, 1990 AT 8:17 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 10.00

\$

M2154524

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
J. MARTIN MCDONOUGH, JR.
117 WATER STREET, STE. 402
BALTIMORE MD 21202

122C3047287

A 346095



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

0000 0223

0068:12/31/90
0064p

O.R. BOOK --13 PAGE 212

CIRCLE LIMITED PARTNERSHIP

CERTIFICATE OF LIMITED PARTNERSHIP

THIS IS TO CERTIFY that the undersigned does hereby form a Limited Partnership (the "Partnership") pursuant to the Maryland Revised Uniform Limited Partnership Act ("RULPA") this 9th day of January, 1991, as follows:

1. Name. The name of the Partnership is CIRCLE LIMITED PARTNERSHIP.

2. Principal Office and Resident Agent. The address of the principal office of the Partnership in the State of Maryland is 7223 Parkway Drive, Hanover, Maryland 21076. The name and address of the resident agent of the Partnership in the State of Maryland are Leslie Legum, 7223 Parkway Drive, Hanover, Maryland 21076.

3. Names and Addresses of General Partners. The names and addresses of the General Partners are as follows:

Leslie Legum
7111 Park Heights Avenue
Baltimore, Maryland 21215

4. Dissolution of Partnership. The latest date upon which the Partnership is to dissolve is December 31, 2075.

IN WITNESS WHEREOF, the parties hereto have executed this Certificate the day and year first above written.

GENERAL PARTNER:

LESLIE LEGUM

WITNESS:

Mary Dimino

Leslie Legum

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

32-2 V 11 NOV 1991

1/11/91 at 2:23 p.m.

7700 1956

1014-022

0000-0224

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

OR BOOK -- 13 PAGE 213

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52
_____ P.A. _____ Religious _____ Close _____ Stock _____ Nor stock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED
10	<u>50</u>	Expedited Fee
20	---	Organ. & Capitalization
61	---	Rec. Fee (Arts. of Inc.)
62	---	Rec. Fee (Amendment)
63	---	Rec. Fee (Merger or Consolidation)
64	---	Rec. Fee (Transfer)
65	---	Rec. Fee (Dissolution)
66	---	Rec. Fee (Revival)
52	---	Foreign Qualification
50	---	Cert. of Qual. or Reg.
51	---	Foreign Name Registration
13	<u>7</u>	<u>1</u> Certified Copy <u>40</u>
56	---	Penalty
54	---	For. Supplemental Cert.
53	---	Foreign Resolution
73	---	Certificate of Conveyance
76	---	Certificate of Merger/Transfer
75	---	Special Fee
80	---	For. Limited Partnership
83	<u>50</u>	Cert. Limited Partnership
84	---	Amendment to Limited Partnership
85	---	Termination of Limited Partnership
21	---	Recordation Tax
22	---	State Transfer Tax
23	---	Local Transfer Tax
31	---	Corp. Good Standing
NA	---	Foreign Corp. Registration
87	---	Limited Part. Good Standing
71	---	Financial
600	---	_____ Personal
	---	Property Reports and late filing penalties
70	---	Change of P.O., R.A. or R.A.A.
91	---	Amend/Cancellation, For. Limited Part.
---	---	Other
---	---	Other

Name Change
(New Name) _____

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent
_____ and Resident Agent's Address
_____ Other Change

Code 065

ATTENTION:

MAIL TO ADDRESS: _____

TOTAL FEES 107

☒ Check ☐ Cash

Documents on _____ checks

APPROVED BY: smh

NOTE:

ack m

CERTIFIED
COPY MADE

3300 1857

0000 0225

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR
BOOK -- 13 PAGE 214

CERTIFICATE OF LIMITED PARTNERSHIP
OF
CIRCLE LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JANUARY 11, 1991 AT 2:23 O'CLOCK P.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M3147840

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
WEINBERG & GREEN
ATTN: MAUREEN MURPHY
100 SOUTH CHARLES STREET
BALTIMORE MD 21201

135C3040441

A 347665



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS 3300 1995
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

0000-0226

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

BOOK

- 13 PAGE 215

APPROVED FOR RECORD

90000029.19

1-14-91 at 9:12 a.m.

SR:010391

CERTIFICATE OF LIMITED PARTNERSHIP
OF
BLUE HERON ASSOCIATES LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Certificate") is made as of the 2nd day of January, 1991, by Robert Foss and Pamela Foss, as the General Partners.

EXPLANATORY STATEMENT

Robert Foss and Pamela Foss, desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), hereby forms a limited partnership for the purposes and on the terms and conditions hereinafter set forth (the "Partnership") and hereby certifies to the Maryland State Department of Assessments and Taxation as follows:

1. The business of the Partnership shall be conducted under the name "Blue Heron Associates Limited Partnership."
2. The address of the principal office of the Partnership is 170 Gardner Drive, Annapolis, Maryland 21403. The name and address of the resident agent of the Partnership are Robert Foss, 170 Gardner Drive, Annapolis, Maryland 21403; 110
3. The name and business address of the General Partner are Robert Foss and Pamela Foss, 170 Gardner Drive, Annapolis, Maryland 21403. 110
4. The affairs of the Partnership shall be governed by the "Limited Partnership Agreement of Blue Heron Associates Limited Partnership" dated January 2, 1991 (the "Partnership Agreement"), which may be amended from time to time by the partners of the Partnership in accordance with the provisions thereof.
5. The latest date upon which the Partnership is to dissolve is December 31, 2040.

IN WITNESS WHEREOF, the General Partner acknowledges that this Certificate of Limited Partnership is its act, and further acknowledges, under penalties of perjury, to the best of its knowledge, information and belief, that the matters and

21 5 d n1 NVC 1661

10148405

3300 2405

0000 0227

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

2

BOOK -- 13 PAGE 216

facts set forth herein are true in all material respects, and
that it has executed this Certificate of Limited Partnership
under seal as of the day and year first above written.

WITNESS:

GENERAL PARTNERS:

Edward B. LockeRobert Foss
Robert FossLouise M. LockePamela Foss
Pamela Foss

3300 2406

0000 0228

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

CR. BOOK - - 13 PAGE 217

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nor stock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE AMOUNT FEE REMITTED

10 _____ Expedited Fee
20 _____ Organ. & Capitalization
61 _____ Rec. Fee (Arts. of Inc.)
62 _____ Rec. Fee (Amendment)
63 _____ Rec. Fee (Merger or Consolidation)
64 _____ Rec. Fee (Transfer)
65 _____ Rec. Fee (Dissolution)
66 _____ Rec. Fee (Revival)
52 _____ Foreign Qualification
50 _____ Cert. of Qual. or Reg.
51 _____ Foreign Name Registration
13 8 1 Certified Copy 2
56 _____ Penalty
54 _____ For. Supplemental Cert.
53 _____ Foreign Resolution
73 _____ Certificate of Conveyance

Name Change
(New Name) _____

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent and Resident Agent's Address
_____ Other Change _____

76 _____ Certificate of Merger/Transfer

75 _____ Special Fee
80 _____ For. Limited Partnership
83 50 _____ Cert. Limited Partnership
84 _____ Amendment to Limited Partnership
85 _____ Termination of Limited Partnership
21 _____ Recordation Tax
22 _____ State Transfer Tax
23 _____ Local Transfer Tax
31 _____ Corp. Good Standing
NA _____ Foreign Corp. Registration
87 _____ Limited Part. Good Standing
71 _____ Financial
600 _____ Personal
Property Reports and late filing penalties
70 _____ Change of P.O., R.A. or R.A.A.
91 _____ Amend/Cancellation, For. Limited Part.
_____ Other
_____ Other

Code 057

ATTENTION:

Michelle J. Beaubien

MAIL TO ADDRESS: _____

TOTAL \$ 58.00
FEES

☒ Check _____ Cash

NOTE:

Documents on _____ checks

3300 2407

APPROVED BY: sub

0000 0229

OR. --13 PAGE 218
BOOK

CERTIFICATE OF LIMITED PARTNERSHIP
OF
BLUE HERON ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JANUARY 14, 1991 AT 9:12 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M3148434

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
SHULMAN, ROGERS, GANDAL, PARDY &
ECKER, PA.
ONE MONTROSE METRO
11921 ROCKVILLE PIKE #300
ROCKVILLE MD 20852 4712

136C3040500

A 347716



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3300 2404

0000 0230

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

OR
BOOK -- 13 PAGE 219

1-16-91 at 8:20 A.M.

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION
CERTIFICATE OF LIMITED PARTNERSHIP
OF
PIER SEVEN LIMITED PARTNERSHIP

This Certificate is presented for filing pursuant to §10-201 of the Annotated Code of Maryland (1988) Corporations and Associations.

1. The name of the limited partnership is Pier Seven Limited Partnership.
2. The post office address of the principal office is Pier Seven Marina, Route 2, Edgewater, Maryland 21037, located in Anne Arundel County.
3. The name of the resident agent is The Corporation Trust Incorporated, which is a Maryland corporation.
4. The post office address of the resident agent is 32 South Street, Baltimore, Maryland 21202.
5. The name and address of the sole general partner of the partnership:

<u>Name</u>	<u>Address</u>
Pier Seven, Inc.	c/o The Corporation Trust Incorporated 32 South Street Baltimore, Maryland 21202

6. The latest date upon which the limited partnership is to be dissolved and its affairs wound up is December 31, 2030.

Signature of the Sole General Partner:
PIER SEVEN, INC., a Maryland corporation

By: Stanley S. Bender
Stanley S. Bender, President

10168130

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

O.R. BOOK -- 13 PAGE 220

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE

058

BUSINESS CODE

COUNTY

52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Not stock

Merging
(Transferor)

Surviving
(Transferee)

CODE AMOUNT FEE REMITTED

10 _____ Expedited Fee
20 _____ Organ. & Capitalization
61 _____ Rec. Fee (Arts. of Inc.)
62 _____ Rec. Fee (Amendment)
63 _____ Rec. Fee (Merger or
Consolidation)
64 _____ Rec. Fee (Transfer)
65 _____ Rec. Fee (Dissolution)
66 _____ Rec. Fee (Revival)
52 _____ Foreign Qualification
50 _____ Cert. of Qual. or Reg.
51 _____ Foreign Name Registration
13 _____ 9 2 Certified Copy 2f
56 _____ Penalty
54 _____ For. Supplemental Cert.
53 _____ Foreign Resolution
73 _____ Certificate of Conveyance

Name Change
(New Name)

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent
Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent
and Resident Agent's Address
_____ Other Change

76 _____ Certificate of Merger/Transfer

75 _____ Special Fee
80 _____ For. Limited Partnership
83 50 Cert. Limited Partnership
84 Amendment to Limited Partnership
85 Termination of Limited Partnership
21 Recordation Tax
22 State Transfer Tax
23 Local Transfer Tax
31 _____ Corp. Good Standing
NA _____ Foreign Corp. Registration
87 _____ Limited Part. Good Standing
71 Financial
600 _____ Personal
Property Reports and
late filing penalties
70 Change of P.O., R.A. or R.A.A.
91 Amend/Cancellation, For. Limited Part.
Other
Other

Code 061

ATTENTION:

Maif Heath

MAIL TO ADDRESS:

TOTAL
FEES

59

✓ Check

Cash

NOTE:

1 Documents on

1 checks

3302 0390

APPROVED BY:

AM

0000 0232

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

O.R. --13 PAGE 221
BOOK

CERTIFICATE OF LIMITED PARTNERSHIP
OF
PIER SEVEN LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JANUARY 16, 1991 AT 8:20 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID

RECORDING
FEE PAID

SPECIAL
FEE PAID

\$

\$ 50.00

\$

M3149614

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
TUCKER, FLYER, SANGERT & LEWIS
ATTN: GAIL HEATH
SUITE 400
1615 L STREET, N.W.
WASHINGTON

DC 20036 5601

137C3040786

A 348438



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

7702 0788

0000 0233

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

OR
BOOK

--13 PAGE 222

1-22-91 at *8:12 A.* .m.,

al
CERTIFICATE OF LIMITED PARTNERSHIP
OF
WEI PARTNERS IIIA LIMITED PARTNERSHIP

1. The name of the Partnership is WEI Partners IIIA Limited Partnership.
2. The address of the principal office in this state for the Partnership is 541A Benfield Road, Severna Park, Maryland 21146. The resident agent is Dennis C. Wells of 541A Benfield Road, Severna Park, Maryland 21146. ✓
3. The general partner of the Partnership is WEI Energy, Inc., 400 Travis Street, Suite 508, Shreveport, Louisiana 71101. ✓
4. The latest date upon which the Partnership will dissolve is December 31, 2010.

Executed this 14th day of January, 1991.

WEI ENERGY, INC.
GENERAL PARTNER

By *Dennis C. Wells*
Dennis C. Wells,
Chairman of the Board

1991 MAR 21 AM 11:03

1991 JAN 22 A 8:12

3302 2572

10228090

0000 0234

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

OR BOOK -- 13 PAGE 223

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52
_____ P.A. _____ Religious _____ Close _____ Stock _____ Not stock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE AMOUNT FEE REMITTED

10	---	Expedited Fee
20	---	Organ. & Capitalization
61	---	Rec. Fee (Arts. of Inc.)
62	---	Rec. Fee (Amendment)
63	---	Rec. Fee (Merger or Consolidation)
64	---	Rec. Fee (Transfer)
65	---	Rec. Fee (Dissolution)
66	---	Rec. Fee (Revival)
52	---	Foreign Qualification
50	---	Cert. of Qual. or Reg.
51	---	Foreign Name Registration
13	---	Certified Copy
56	---	Penalty
54	---	For. Supplemental Cert.
53	---	Foreign Resolution
73	---	Certificate of Conveyance
76	---	Certificate of Merger/Transfer
75	---	Special Fee
80	---	For. Limited Partnership
83	<u>50</u>	Cert. Limited Partnership
84	---	Amendment to Limited Partnership
85	---	Termination of Limited Partnership
21	---	Recordation Tax
22	---	State Transfer Tax
23	---	Local Transfer Tax
31	---	Corp. Good Standing
NA	---	Foreign Corp. Registration
87	---	Limited Part. Good Standing
71	---	Financial
600	---	Personal
	---	Property Reports and late filing penalties
70	---	Change of P.O., R.A. or R.A.A.
91	---	Amend/Cancellation, For. Limited Part.
	---	Other
	---	Other

Name Change
(New Name) _____

Change of Name
Change of Principal Office
Change of Resident Agent
Change of Resident Agent Address
Resignation of Resident Agent
Designation of Resident Agent and Resident Agent's Address
Other Change _____

Code _____

ATTENTION:

Michael Valadez
P.C.

MAIL TO ADDRESS:

1531 Defense Hwy.
Gambrells,
MD.
21054

TOTAL FEES 50

☒ Check

☐ Cash

NOTE:

Documents on _____ checks

APPROVED BY: [Signature]

0000 0235

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR
BOOK -- 13 PAGE 224

CERTIFICATE OF LIMITED PARTNERSHIP
OF
WEI PARTNERS IIIA LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JANUARY 22, 1991 AT 8:12 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID

RECORDING
FEE PAID

SPECIAL
FEE PAID

\$

\$ 50.00

\$

M3151909

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
MICHAEL VALADEZ
1531 DEFENSE HWY.
GAMBRILLS

MD 21054

140C3041157

A 348493



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3302 2571

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

RECEIVED
91 JAN 8 AM 8:31
OR BOOK --13 PAGE 225
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP
STATE DEPT. OF ASSESSMENTS & TAXATION
THE NAME 1-8-91 8:31a
The General Partner herein, WILLIAM WALKER, P. O. Box 2229, Rockville, Maryland 20852, hereby forms a Limited Partnership to be known as SLSA Limited Partnership.
PURPOSE
The Partnership is formed to invest in that property known as 5610 Lanham Station Road, Lanham, Maryland 20706, to improve it, sub-divide it, finance it, sell it, modify it or in any other manner deal with the property.
ADDRESS OF GENERAL PARTNER
The general Partner is William Walker of P. O. Box 2229, Rockville, Maryland 20852.
NAME AND ADDRESS OF RESIDENT AGENT
The Resident Agent is Richard Basile, Esquire, of 6305 Ivy Lane, Suite 416, Greenbelt, Maryland 20770.
ADDRESS OF PRINCIPAL OFFICE
The address of the principal office of the Partnership of this State will be 1473 Jordan Avenue, Crofton, Maryland 21114.
TERMINATION OF PARTNERSHIP
This Partnership shall terminate upon the death of the partners, the sale of that property known as 5610 Lanham Station Road, Lanham, Maryland 20706 or its ultimate expiration on December 31, 2020, whichever shall first occur.
WILLIAM WALKER, General Partner
DATE: 12/31/90
1991 MAR 21 AM 11:09
10083001
2300 0467

0000 0237

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

OR BOOK -- 13 PAGE 226

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Not stock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	Name Change (New Name)
10	---	Expedited Fee	_____
20	---	Organ. & Capitalization	_____
61	---	Rec. Fee (Arts. of Inc.)	_____
62	---	Rec. Fee (Amendment)	_____
63	---	Rec. Fee (Merger or Consolidation)	_____
64	---	Rec. Fee (Transfer)	_____ Change of Name
65	---	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	---	Rec. Fee (Revival)	_____ Change of Resident Agent
52	---	Foreign Qualification	_____ Change of Resident Agent
50	---	Cert. of Qual. or Reg.	_____ Address
51	---	Foreign Name Registration	_____ Resignation of Resident Agent
13	---	Certified Copy	_____ Designation of Resident Agent
56	---	Penalty	_____ and Resident Agent's Address
54	---	For. Supplemental Cert.	_____ Other Change
53	---	Foreign Resolution	_____
73	---	Certificate of Conveyance	_____
76	---	Certificate of Merger/Transfer	_____
75	---	Special Fee	Code _____
80	---	For. Limited Partnership	ATTENTION: _____
83	<u>50</u>	Cert. Limited Partnership	_____
84	---	Amendment to Limited Partnership	_____
85	---	Termination of Limited Partnership	_____
21	---	Recordation Tax	_____
22	---	State Transfer Tax	_____
23	---	Local Transfer Tax	_____
31	---	Corp. Good Standing	MAIL TO ADDRESS: _____
NA	---	Foreign Corp. Registration	<u>Richard Basile</u>
87	---	Limited Part. Good Standing	<u>#416</u>
71	---	Financial	<u>6305 Iny Lane</u>
600	---	Property Reports and late filing penalties	<u>Greenbelt, Md</u>
70	---	Change of P.O., R.A. or R.A.A.	<u>20770</u>
91	---	Amend/Cancellation, For. Limited Part.	_____
---	---	Other	_____

TOTAL FEES 50

☒ Check ☐ Cash

Documents on _____ checks

APPROVED BY: js

NOTE:

new cp
start file

3300 0468

0000 0238

OR. --13 PAGE 227
BOOK

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
SLSA LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JANUARY 8, 1991 AT 8:31 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID

SPECIAL
FEE PAID

50.00

M3146313

ANNE ARUNDEL COUNTY

TO THE CLERK OF THE COURT OF

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
RICHARD BASILE
6305 IVY LANE, STE. 416
GREENBELT MD 20770

132C3040179

A 347420



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3300 0466

0000 0239

0187:10/18/90
BJF16(2570G)

OR BOOK --13 PAGE 228

REGENCY CLUB II LIMITED PARTNERSHIP
CERTIFICATE OF FOURTH AMENDMENT AND
AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP

THIS CERTIFICATE OF FOURTH AMENDMENT AND AMENDED AND
RESTATED CERTIFICATE OF LIMITED PARTNERSHIP is made this 11th day
of DECEMBER, 1990 by and between GRADY PROPERTIES V RC
LIMITED PARTNERSHIP, a Maryland limited partnership (the "General
Partner"), KEVIN M. GRADY (the "Limited Partner"), D. RICHARD
ROTHMAN and SUBURBAN HOMES, INC., a Maryland corporation (the
"Former General Partners") and D. RICHARD ROTHMAN and CAROL J.
RUTHERFORD (the "Former Limited Partners").

PRELIMINARY STATEMENT

On November 14, 1985, D. Richard Rothman and Suburban
Homes, Inc., as General Partners, and D. Richard Rothman, as
Limited Partner, entered into and subsequently filed for recording
with the State Department of Assessments and Taxation of Maryland
("SDAT") a Certificate of Limited Partnership for the formation of
a Limited Partnership known as Regency Club II Limited Partnership
(the "Partnership") pursuant to the Revised Uniform Limited
Partnership Act of the State of Maryland, which Certificate of
Limited Partnership was subsequently amended by a Certificate of
Amendment made and filed for recording with SDAT on December 23,
1985, and further amended by a Certificate of Second Amendment
made on August 3, 1988 and subsequently filed for recording with
SDAT on August 4, 1988.

The parties hereto further amended the Certificate of
Limited Partnership, as previously amended, by a Certificate of
Third Amendment filed with SDAT immediately prior hereto to
reflect the admission of Grady Properties V RC Limited Partnership
as an additional general partner in the Partnership and Kevin M.
Grady as an additional Class A Limited Partner in the Partnership.

Immediately prior to the execution and filing of this
Certificate of Fourth Amendment and Amended and Restated
Certificate of Limited Partnership, the General Partner purchased
all of the interests in the Partnership owned by the Former
General Partners and the Former Limited Partners, with the result
that the General Partner and the Limited Partner now constitute
all of the Partners of the Partnership. The General Partner and
the Limited Partner now desire to further amend the Certificate of
Limited Partnership and to restate the Certificate in its entirety.

NOW, THEREFORE, the parties hereby amend and restate the
Certificate as follows:

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

01/02/91 at 1:45 p.m.

0000 0240

0187:10/18/90
BJF16(25706)

OR
BOOK - - 13 PAGE 229

1. Name. The name of the Partnership is: Regency Club
II Limited Partnership.

2. Principal Office and Resident Agent. The address of
the principal office of the Partnership in the State of Maryland
is 8630 Fenton Street, Suite 625, Silver Spring, Maryland 20910.
The name and address of the resident agent of the Partnership in
the State of Maryland is Robert J. Lenky, 8630 Fenton Street,
Suite 625, Silver Spring, Maryland 20910.

3. Name and Address of General Partner. The name and
address of the sole General Partner is as follows: Grady
Properties V RC Limited Partnership, 8630 Fenton Street, Suite
625, Silver Spring, Maryland 20910.

4. Dissolution of Partnership. The latest date upon
which the Partnership is to dissolve is December 31, 2050.

IN WITNESS WHEREOF, the General Partner and the Limited
Partner have executed this Certificate of Fourth Amendment and
Amended and Restated Certificate of Limited Partnership the day
and year first above written. Additionally, the Former General
Partners and Former Limited Partners are hereby executing this
Certificate of Fourth Amendment and Amended and Restated
Certificate of Limited Partnership for the purpose of
acknowledging the sale of their interests in the Partnership to
the General Partner and the termination of their status as
Partners of the Partnership.

WITNESS:

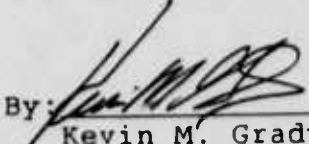
GENERAL PARTNERS

GRADY PROPERTIES V RC LIMITED
PARTNERSHIP

By: RC Investment Corp.,
General Partner



[SIGNATURES CONTINUED]

By:  (SEAL)
Kevin M. Grady, President

3299 1776

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

1187:10/18/90
BJF16(2570G)

[SIGNATURES CONTINUED]

OR
BOOK -- 13 PAGE 230

LIMITED PARTNER

Victoria S. Bergel

Kevin M. Grady (SEAL)

FORMER GENERAL PARTNERS

Seale E. Rothman

D. Richard Rothman (SEAL)
D. Richard Rothman

SUBURBAN HOMES, INC.

Seale E. Rothman

By: D. Richard Rothman (SEAL)
D. Richard Rothman

FORMER LIMITED PARTNERS

Seale E. Rothman

D. Richard Rothman (SEAL)
D. Richard Rothman

Seale E. Rothman

Carol J. Rutherford (SEAL)
Carol J. Rutherford

3240 1779

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

OR BOOK -- 13 PAGE 231

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 20 ^{MA} BUSINESS CODE _____ COUNTY 52
M2032365 P.A. _____ Religious _____ Close _____ Stock _____ Not stock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED
10	<u>30</u>	Expedited Fee
20	_____	Organ. & Capitalization
61	_____	Rec. Fee (Arts. of Inc.)
62	_____	Rec. Fee (Amendment)
63	_____	Rec. Fee (Merger or Consolidation)
64	_____	Rec. Fee (Transfer)
65	_____	Rec. Fee (Dissolution)
66	_____	Rec. Fee (Revival)
52	_____	Foreign Qualification
50	_____	Cert. of Qual. or Reg.
51	_____	Foreign Name Registration
13	_____	Certified Copy
56	_____	Penalty
54	_____	For. Supplemental Cert.
53	_____	Foreign Resolution
73	_____	Certificate of Conveyance
76	_____	Certificate of Merger/Transfer
75	_____	Special Fee
80	_____	For. Limited Partnership
83	_____	Cert. Limited Partnership
84	<u>50</u>	Amendment to Limited Partnership
85	_____	Termination of Limited Partnership
21	_____	Recordation Tax
22	_____	State Transfer Tax
23	_____	Local Transfer Tax
31	_____	Corp. Good Standing
NA	_____	Foreign Corp. Registration
87	_____	Limited Part. Good Standing
71	_____	Financial
600	_____	_____ Personal
	_____	Property Reports and late filing penalties
70	_____	Change of P.O., R.A. or R.A.A.
91	_____	Amend/Cancellation, For. Limited Part.
	_____	Other
	_____	Other

Name Change
(New Name) _____

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent and Resident Agent's Address
_____ Other Change

Code _____

ATTENTION: _____

MAIL TO ADDRESS: Henry McGlade
Commonwealth Land
Title
Suite 1524
World Trade Ctr.
Balto. MD
21202

TOTAL FEES 80

Check _____ Cash _____

NOTE: _____

Documents on _____ checks

APPROVED BY: [Signature]

3298 1700

0000 0243

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF AMENDMENT
OF
REGENCY CLUB II LIMITED PARTNERSHIP

OR
BOOK --13 PAGE 232

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JANUARY 29, 1991 AT 1:45 O'CLOCK P.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M2032365

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
JENRY MCGLADE
COMMONWEALTH LAND TITLE
WORLD TRADE CENTER
SUITE 1524
BALTIMORE

MD 21202

128C3040516

A 346923



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

7299 1776

BOOK -- 13 PAGE 233

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
CERTIFICATE OF CANCELLATION
TO
CERTIFICATE OF LIMITED PARTNERSHIP
FOR
TEETER ASSOCIATES LIMITED PARTNERSHIP
12-31-90 at 12:18p

RECEIVED

90 DEC 31 PM 12:18

STATE DEPT. OF ASSESSMENTS AND TAXATION

WHEREAS, TEETER ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership (the "Partnership"), filed a Certificate of Limited Partnership at the State Department of Assessments and Taxation of Maryland on June 30, 1989; and

WHEREAS, the General Partner and the Limited Partner of the Partnership have unanimously agreed to dissolve the Partnership; and

WHEREAS, the Partners of the Partnership desire to file this Certificate of Cancellation to reflect the dissolution of the Partnership.

NOW, THEREFORE, the Certificate of Limited Partnership of the Partnership be and it is hereby cancelled.

IN WITNESS WHEREOF, this Certificate of Cancellation has been executed as of the 31st day of December, 1990.

GENERAL PARTNER:

T & T ASSOCIATES, INC.

By: [Signature] (SEAL)
Raymond P. Turchi
Vice President

C26486.211 B

60:114 12 15:09
1991 MAR 21 AM 11:09

3298 1547

0000 0245

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
GovernorLLOYD W. JONES
DirectorPAUL B. ANDERSON
AdministratorDepartment of Assessments and Taxation
CHARTER DIVISIONRoom 809
301 West Preston Street
Baltimore, Maryland 21201OR
BOOK - - 13 PAGE 234

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.DOCUMENT CODE 21 BUSINESS CODE _____ COUNTY 59
M 2823292 P.A. _____ Religious _____ Close _____ Stock _____ Not stockMerging
(Transferor) _____Surviving
(Transferee) _____

CODE AMOUNT FEE REMITTED

10	---	Expedited Fee
20	---	Organ. & Capitalization
61	---	Rec. Fee (Arts. of Inc.)
62	---	Rec. Fee (Amendment)
63	---	Rec. Fee (Merger or Consolidation)
64	---	Rec. Fee (Transfer)
65	---	Rec. Fee (Dissolution)
66	---	Rec. Fee (Revival)
52	---	Foreign Qualification
50	---	Cert. of Qual. or Reg.
51	---	Foreign Name Registration
13	<u>7</u>	<u>1</u> Certified Copy <u>6p</u>
56	---	Penalty
54	---	For. Supplemental Cert.
53	---	Foreign Resolution
73	---	Certificate of Conveyance

Name Change
(New Name) _____

---	Change of Name
---	Change of Principal Office
---	Change of Resident Agent
---	Change of Resident Agent Address
---	Resignation of Resident Agent
---	Designation of Resident Agent and Resident Agent's Address
---	Other Change

76 --- Certificate of Merger/Transfer

75	---	Special Fee
80	---	For. Limited Partnership
83	---	Cert. Limited Partnership
84	---	Amendment to Limited Partnership
85	<u>50</u>	Termination of Limited Partnership
21	---	Recordation Tax
22	---	State Transfer Tax
23	---	Local Transfer Tax
31	---	Corp. Good Standing
NA	---	Foreign Corp. Registration
87	---	Limited Part. Good Standing
71	---	Financial
600	---	Personal
---	---	Property Reports and late filing penalties
70	---	Change of P.O., R.A. or R.A.A.
91	---	Amend/Cancellation, For. Limited Part.
---	---	Other
---	---	Other

Code 032ATTENTION: J Reed

MAIL TO ADDRESS: _____

TOTAL
FEES 57☒ Check

Cash

NOTE: Ip cancel2 Documents on 1 checksAPPROVED BY: gws

3298 1548

0000 0246

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR
BOOK -- 13 PAGE 235

CERTIFICATE OF CANCELLATION
OF
TEETER ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND DECEMBER 31, 1990 AT 12:18 O'CLOCK P.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID.

RECORDING
FEE PAID.

SPECIAL
FEE PAID.

\$

\$ 50.00

\$

M2823292

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
GORDON, FEINBLATT, ROTHMAN
HOFFBERGER & HOLLANDER
1200 GARRETT BLDG.
233 E. REDWOOD STREET
BALTIMORE MD 21202

128C3040492

A 346899



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3299 1646

OR
BOOK --13 PAGE 236

12-31-90 12:19
CERTIFICATE OF CANCELLATION
TO
CERTIFICATE OF LIMITED PARTNERSHIP
FOR
TURCHI ASSOCIATES LIMITED PARTNERSHIP

WHEREAS, TURCHI ASSOCIATES LIMITED PARTNERSHIP, a
Maryland limited partnership (the "Partnership"), filed a
Certificate of Limited Partnership at the State Department of
Assessments and Taxation of Maryland on June 30, 1989, and

WHEREAS, the General Partner and the Limited Partner of
the Partnership have unanimously agreed to dissolve the
Partnership; and

WHEREAS, the Partners of the Partnership desire to
file this Certificate of Cancellation to reflect the dissolution
of the Partnership.

NOW, THEREFORE, the Certificate of Limited Partnership
of the Partnership be and it is hereby cancelled.

IN WITNESS WHEREOF, this Certificate of Cancellation
has been executed as of the 31st day of December, 1990.

GENERAL PARTNER:

T & T ASSOCIATES, INC.

By: [Signature] (SEAL)
Raymond P. Turchi
Vice President

C26487.211 L:3

1002-002

0000 0248

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
GovernorLLOYD W. JONES
DirectorPAUL B. ANDERSON
AdministratorDepartment of Assessments and Taxation
CHARTER DIVISIONRoom 809
301 West Preston Street
Baltimore, Maryland 21201
OR BOOK --13 PAGE 237

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE

21^{MA}

BUSINESS CODE

COUNTY

Ja

#

M 2823300

P.A.

Religious

Close

Stock

Nor stock

Merging
(Transferor)Surviving
(Transferee)

CODE AMOUNT FEE REMITTED

10	---	Expedited Fee
20	---	Organ. & Capitalization
61	---	Rec. Fee (Arts. of Inc.)
62	---	Rec. Fee (Amendment)
63	---	Rec. Fee (Merger or Consolidation)
64	---	Rec. Fee (Transfer)
65	---	Rec. Fee (Dissolution)
66	---	Rec. Fee (Revival)
52	---	Foreign Qualification
50	---	Cert. of Qual. or Reg.
51	---	Foreign Name Registration
13	7	1 Certified Copy
56	---	Penalty
54	---	For. Supplemental Cert.
53	---	Foreign Resolution
73	---	Certificate of Conveyance

Name Change
(New Name)

---	Change of Name
---	Change of Principal Office
---	Change of Resident Agent
---	Change of Resident Agent Address
---	Resignation of Resident Agent
---	Designation of Resident Agent and Resident Agent's Address
---	Other Change

76 --- Certificate of Merger/Transfer

Code 032

75	---	Special Fee
80	---	For. Limited Partnership
83	---	Cert. Limited Partnership
84	---	Amendment to Limited Partnership
85	50	Termination of Limited Partnership
21	---	Recordation Tax
22	---	State Transfer Tax
23	---	Local Transfer Tax
31	---	Corp. Good Standing
NA	---	Foreign Corp. Registration
87	---	Limited Part. Good Standing
71	---	Financial
600	---	Personal
---	---	Property Reports and late filing penalties
70	---	Change of P.O., R.A. or R.A.A.
91	---	Amend/Cancellation, For. Limited Part.
---	---	Other
---	---	Other

ATTENTION: J Reed

MAIL TO ADDRESS:

TOTAL
FEES

57

✓ Check

Cash

NOTE:

Sp cancel

2

Documents on 1 checks

7299 1645

APPROVED BY:

AS

0000 0249

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR.
BOOK -- 13 PAGE 238

CERTIFICATE OF CANCELLATION
OF
TURCHI ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND DECEMBER 31, 1990 AT 12:18 O'CLOCK P.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M2823300

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
GORDON, FEINBLATT, ROTHMAN
HOFFBERGER & HOLLANDER
1200 GARRETT BLDG.
233 E. REDWOOD STREET
BALTIMORE MD 21202

128C3040491

A 346898



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

7200 1643

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

0187:10/18/90
BJE91(2567G)
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION
APPROVED FOR RECORD
01/02/91 at 1:42 P.M.

OR BOOK --13 PAGE 239

RECEIVED
91 JUN 2 PM 1 42
STATE DEPT. OF
ASSESSMENTS & TAXATION

REGENCY CLUB II LIMITED PARTNERSHIP
CERTIFICATE OF THIRD AMENDMENT

THIS CERTIFICATE OF THIRD AMENDMENT (this "Certificate") is made this 31 day of DECEMBER, 1990 by and between D. RICHARD ROTHMAN, SUBURBAN HOMES, INC., a Maryland corporation, and GRADY PROPERTIES V RC LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter collectively referred to as the "General Partners"), D. RICHARD ROTHMAN and KEVIN M. GRADY (hereinafter referred to as the "Class A Limited Partners"), and CAROL J. RUTHERFORD (hereinafter referred to as the "Class B Limited Partner"). The Class A Limited Partners and Class B Limited Partner shall sometimes hereinafter be referred to collectively as the Limited Partners, and the Limited Partners and the General Partners shall sometimes hereinafter be collectively referred to as the Partners.

PRELIMINARY STATEMENT

On November 14, 1985, D. Richard Rothman and Suburban Homes, Inc., as General Partners, and D. Richard Rothman, as Limited Partner, entered into and subsequently filed for recording with the State Department of Assessments and Taxation of Maryland ("SDAT") a Certificate of Limited Partnership for the formation of a Limited Partnership known as Regency Club II Limited Partnership (the "Partnership") pursuant to the Revised Uniform Limited Partnership Act of the State of Maryland, which Certificate of Limited Partnership was subsequently amended by a Certificate of Amendment made and filed for recording with SDAT on December 23, 1985, and further amended by a Certificate of Second Amendment made on August 3, 1988 and subsequently filed for recording with SDAT on August 4, 1988.

The parties hereto further desire to amend the Certificate of Limited Partnership, as previously amended, to reflect the admission of Grady Properties V RC Limited Partnership as an additional general partner in the Partnership and Kevin M. Grady as an additional Class A Limited Partner in the Partnership.

NOW, THEREFORE, the parties hereby amend the Certificate by this Certificate of Third Amendment as follows:

1. Paragraphs 4 and 5 of the Certificate of Limited Partnership and Paragraph 15 of the Certificate of Limited Partnership as set forth in the Certificate of Amendment, as amended and modified by Exhibit A to the Certificate of Second Amendment, are hereby further amended and modified by Exhibit A attached hereto which sets forth the name and address of each General and Limited Partner as of the date hereof, as well as the capital contribution and percentage of partnership interest of each such General and Limited Partner.

7298 1592
1003 7400

0000 0251

0187:10/18/90
BJE91(2567G)

OR
BOOK --13 PAGE 240

2. Except as expressly modified hereby, the Certificate of Limited Partnership, as modified by the Certificate of Amendment and the Certificate of Second Amendment, shall remain in full force and effect.

WITNESS the hands and seals of the parties as of the date and year first above written.

WITNESS:

GENERAL PARTNERS

Seale E. Hites

D. Richard Rothman (SEAL)
D. Richard Rothman

SUBURBAN HOMES, INC.

Seale E. Hites

By: *D. Richard Rothman* (SEAL)
D. Richard Rothman

GRADY PROPERTIES V RC LIMITED PARTNERSHIP

By: RC Investment Corp.,
General Partner

William M. Grady

By: *Kevin M. Grady* (SEAL)
Kevin M. Grady, President

CLASS A LIMITED PARTNERS

William M. Grady

Kevin M. Grady (SEAL)
Kevin M. Grady

Seale E. Hites

D. Richard Rothman (SEAL)
D. Richard Rothman

[SIGNATURES CONTINUED]

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

0187:10/18/90
BJE91(2567G)

[SIGNATURES CONTINUED]

OR
BOOK --13 PAGE 241

Seale E. [Signature]

CLASS B LIMITED PARTNER
Carol J. Rutherford (SEAL)
Carol J. Rutherford

- 3 -

3298 1994

0000 0253

0187:10/18/90
BJE91(25676)

EXHIBIT A

OR
BOOK --13 PAGE 242

<u>GENERAL PARTNERS</u>	<u>CAPITAL CONTRIBUTION</u>	<u>PERCENTAGE INTEREST IN PARTNERSHIP</u>
D. Richard Rothman 6001 Heritage Hill Drive Glen Burnie, Maryland 21061	\$1	.49%
Suburban Homes, Inc. 6001 Heritage Hill Drive Glen Burnie, Maryland 21061	\$1	.5%
Grady Properties V RC Limited Partnership 8630 Fenton Street Suite 625 Silver Spring, Maryland 20910	\$100	.01%
<u>CLASS A LIMITED PARTNERS</u>		
D. Richard Rothman 6001 Heritage Hill Drive Glen Burnie, Maryland 21061	\$188	93.99%
Kevin M. Grady 8630 Fenton Street Suite 625 Silver Spring, Maryland 20910	\$100	.01%
<u>CLASS B LIMITED PARTNER</u>		
Carol J. Rutherford 6001 Heritage Hill Drive Glen Burnie, Maryland 21061	\$10	5%

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

OR BOOK -- 13 PAGE 243

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 20 Jms BUSINESS CODE _____ COUNTY 52
M2032365 P.A. _____ Religious _____ Close _____ Stock _____ Nor stock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>30</u>	Expedited Fee	Name Change
20	---	Organ. & Capitalization	(New Name) _____
61	---	Rec. Fee (Arts. of Inc.)	
62	---	Rec. Fee (Amendment)	
63	---	Rec. Fee (Merger or Consolidation)	
64	---	Rec. Fee (Transfer)	Change of Name
65	---	Rec. Fee (Dissolution)	Change of Principal Office
66	---	Rec. Fee (Revival)	Change of Resident Agent
52	---	Foreign Qualification	Change of Resident Agent
50	---	Cert. of Qual. or Reg.	Address
51	---	Foreign Name Registration	Resignation of Resident Agent
13	---	Certified Copy	Designation of Resident Agent
56	---	Penalty	and Resident Agent's Address
54	---	For. Supplemental Cert.	Other Change
53	---	Foreign Resolution	
73	---	Certificate of Conveyance	
76	---	Certificate of Merger/Transfer	
75	---	Special Fee	Code _____
80	---	For. Limited Partnership	
83	---	Cert. Limited Partnership	ATTENTION: _____
84	<u>50</u>	Amendment to Limited Partnership	
85	---	Termination of Limited Partnership	
21	---	Recordation Tax	
22	---	State Transfer Tax	
23	---	Local Transfer Tax	
31	---	Corp. Good Standing	
NA	---	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	---	Limited Part. Good Standing	<u>Commonwealth Land</u>
71	---	Financial	<u>Title</u>
600	---	Personal	<u>World Trade Ctr.</u>
		Property Reports and late filing penalties	<u>Suite 1524</u>
70	---	Change of P.O., R.A. or R.A.A.	<u>Balto - MD 21202</u>
91	---	Amend/Cancellation, For. Limited Part.	<u>Attn: Henry</u>
		Other	
		Other	

TOTAL FEES 80

☒ Check ☐ Cash

Documents on _____ checks

APPROVED BY: smh

NOTE:

0000 0255

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR
BOOK -- 13 PAGE 244

CERTIFICATE OF AMENDMENT
OF
REGENCY CLUB II LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JANUARY 2, 1991 AT 1:42 O'CLOCK P.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID

RECORDING
FEE PAID

SPECIAL
FEE PAID

50.00

M2032365

ANNE ARUNDEL COUNTY

TO THE CLERK OF THE COURT OF

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
COMMONWEALTH LAND TITLE
HENRY
WORLD TRADE CENTER
SUITE 1524
BALTIMORE

MD 21202

128C3040486

A 346893



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

7288 1591

0000 0256

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR. --13 PAGE 245
BOOK

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
AMENDMENT NO. 3 TO AGREEMENT
OF LIMITED PARTNERSHIP OF
YACHT ENTERPRISES LIMITED PARTNERSHIP

12/28/90 10:06a

THIS AMENDMENT NO. 3 TO AGREEMENT OF LIMITED PARTNERSHIP
OF YACHT ENTERPRISES LIMITED PARTNERSHIP ("Amendment") is made as
of this 25 day of December, 1990, among BERT JABIN ("Bert"), CAROL H.
JABIN ("Carol"), RODERICK S. JABIN ("Roderick"), DIRK A. JABIN ("Dirk"),
MATTHEW B. JABIN ("Matthew"), JAN A. JABIN (now known as Jan J.
Southern) ("Jan"), KATHLEEN M. HAMMOND ("Kathleen"), VICKI L. WHALEN
("Vicki"), LINDA C. MACEY ("Linda"), MARY B. LENHERT ("Mary") (Dirk,
Matthew, Jan, Kathleen, Vicki, Linda and Mary, being referred to collectively
as the "Children").

EXPLANATORY STATEMENT

A. Yacht Enterprises Limited Partnership (the "Partnership") is a
Maryland limited partnership which was formed pursuant to an Agreement of
Limited Partnership made as of December 28, 1987 (the "Original Agreement"),
and a Certificate of Limited Partnership filed with the Maryland State
Department of Assessments and Taxation on December 28, 1987.

B. The purposes of this Amendment are to reflect that Bert and Carol
have each conveyed a 1.357% limited partnership interest to each of the
Children.

NOW, THEREFORE, in consideration of the Explanatory Statement and
other good and valuable consideration, the parties mutually agree and covenant
as follows:

1

RETURN TO:

HARTMAN & CRAIN
2660 Riva Rd., 4th Fl. 2299 0481
Annapolis, Maryland 21401

RECEIVED
90 DEC 28 AM 11 06
STATE DEPT. OF
ASSESSMENTS & TAXATION

03628301

0000 0257

BOOK - - 13 PAGE 246

1. Bert and Carol have each conveyed 4 1/2% of their respective general partnership interests and 5% of their respective limited partnership interests in the Partnership in total to the Children. As a result of such conveyances, Bert and Carol have each retained for him or herself a 0.5% general partnership interest in the Partnership, and each of the Children has the limited partnership interest in the Partnership as set forth in Schedule A hereto.

2. Schedule A as annexed to the Original Agreement is hereby deleted and replaced by Schedule A as annexed to this Amendment.

3. The Original Agreement, as amended hereby, is ratified and affirmed in all respects and shall continue in full force and effect.

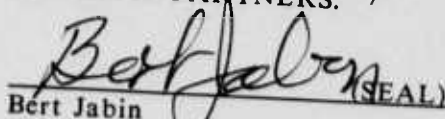
IN WITNESS WHEREOF, the parties have signed this Amendment No. 3 to Agreement of Limited Partnership as of the date first above written.

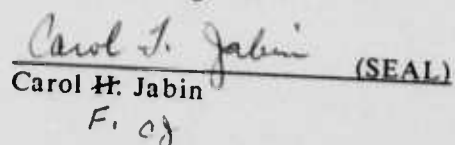
WITNESS:



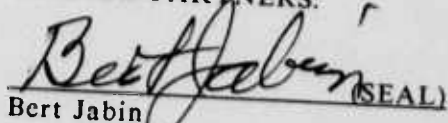


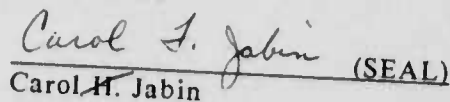

GENERAL PARTNERS:

 (SEAL)
Bert Jabin

 (SEAL)
Carol H. Jabin
F. 08

LIMITED PARTNERS:

 (SEAL)
Bert Jabin

 (SEAL)
Carol H. Jabin
F. 08

OR. BOOK --13 PAGE 247

[Handwritten signatures]
[Handwritten signatures]
[Handwritten signatures]
[Handwritten signatures]
[Handwritten signatures]
[Handwritten signatures]
[Handwritten signatures]
[Handwritten signatures]

[Handwritten signature] (SEAL)
Roderick S. Jabin

[Handwritten signature] (SEAL)
Dirk A. Jabin

[Handwritten signature] (SEAL)
Matthew B. Jabin

[Handwritten signature] (SEAL)
Jan A. Jabin

[Handwritten signature] (SEAL)
Kathleen M. Hammond

[Handwritten signature] (SEAL)
Vicki L. Whalen

[Handwritten signature] (SEAL)
Linda C. Macey

[Handwritten signature] (SEAL)
Mary B. Lehnert
Lehnert (M.B.L.)

B04794C3.AMD

OR
BOOK - - 13 PAGE 248

YACHT ENTERPRISES LIMITED PARTNERSHIP

SCHEDULE A

<u>Name and Address</u>	<u>Capital Contribution*</u>	<u>Percentage Interest</u>
<u>General Partners:</u>		
Bert Jabin 7310 Edgewood Road Annapolis, Maryland 21403	\$2,000.00	0.5%
Carol H. Jabin 7310 Edgewood Road Annapolis, Maryland 21403	\$2,000.00	0.5%
<u>Limited Partners:</u>		
Bert Jabin 7310 Edgewood Road Annapolis, Maryland 21403	-0-	-0-
Carol H. Jabin 7310 Edgewood Road Annapolis, Maryland 21403	-0-	-0-
Roderick S. Jabin 7364 Edgewood Road Annapolis, Maryland 21403	\$40,000.00	10%
Dirk A. Jabin 226 Haverton Lane Arnold, Maryland 21037	\$50,857.14	12.714%
Matthew B. Jabin 1067 Cedar Ridge Court Annapolis, Maryland 21403	\$50,857.14	12.714%
Jan A. Jabin Rt. 1, Box 588 Rustburg, Virginia 24588	\$50,857.14	12.714%
Kathleen M. Hammond 705 Warren Drive Annapolis, Maryland 21403	\$50,857.14	12.714%
Vicki L. Whalen 1540 Beachview Drive Virginia Beach, Virginia 23464	\$50,857.14	12.714%

7299 0494

0000 0260

BOOK - - 13 PAGE 249

Linda C. Macey 224 Old Mill Bottom Road Annapolis, Maryland 21401	\$50,857.14	12.714%
Mary B. Lenhert Rt. 2, Box 160K Charleston, West Virginia 25414	\$50,857.14	12.714%
TOTAL	<u>\$400,000.00</u>	<u>100%</u>

*Represents the agreed fair market value of the interests in the Realty initially contributed to the capital of the Partnership, taking into account existing liabilities to which the Realty was subject at the time of such contribution.

B04794C3.AMD

3298 0485

0000 0261

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

OR BOOK -- 13 PAGE 250

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 20^{MA} BUSINESS CODE _____ COUNTY 52
M 24 77206 P.A. _____ Religious _____ Close _____ Stock _____ Not stock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE AMOUNT FEE REMITTED

10 _____ Expedited Fee
20 _____ Organ. & Capitalization
61 _____ Rec. Fee (Arts. of Inc.)
62 _____ Rec. Fee (Amendment)
63 _____ Rec. Fee (Merger or Consolidation)
64 _____ Rec. Fee (Transfer)
65 _____ Rec. Fee (Dissolution)
66 _____ Rec. Fee (Revival)
52 _____ Foreign Qualification
50 _____ Cert. of Qual. or Reg.
51 _____ Foreign Name Registration
13 _____ Certified Copy
56 _____ Penalty
54 _____ For. Supplemental Cert.
53 _____ Foreign Resolution
73 _____ Certificate of Conveyance

Name Change
(New Name) _____

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent
_____ and Resident Agent's Address
_____ Other Change

76 _____ Certificate of Merger/Transfer

75 _____ Special Fee
80 _____ For. Limited Partnership
83 _____ Cert. Limited Partnership
84 50 _____ Amendment to Limited Partnership
85 _____ Termination of Limited Partnership
21 _____ Recordation Tax
22 _____ State Transfer Tax
23 _____ Local Transfer Tax
31 _____ Corp. Good Standing
NA _____ Foreign Corp. Registration
87 _____ Limited Part. Good Standing
71 _____ Financial

Code 169

ATTENTION: _____

MAIL TO ADDRESS: _____

600 _____ Property Reports and _____ Personal
late filing penalties
70 _____ Change of P.O., R.A. or R.A.A.
91 _____ Amend/Cancellation, For. Limited Part.
Other _____
Other _____

TOTAL FEES 50

☒ Check _____ Cash

NOTE: _____

Documents on _____ checks

APPROVED BY: JW

3298 0496

0000 0262

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF AMENDMENT
OF
YACHT ENTERPRISES LIMITED PARTNERSHIP

OR
BOOK --13 PAGE 251

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND DECEMBER 28, 1990 AT 10:06 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M2477206

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
HARTMAN AND CRAIN
2660 RIVA ROAD
4TH FLOOR
ANNAPOLIS

MD 21401

127C3040280

A 346709



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3299 0490

ATS U

0000 0263

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION
APPROVED FOR RECORD
12/28/90 at 1:22 p.m.

OR BOOK --13 PAGE 252

CERTIFICATE OF CANCELLATION
OF LIMITED PARTNERSHIP

RECEIVED
90 DEC 28 PM 1
STATE DEPT. OF
ASSESSMENTS & TAXATION

The undersigned, constituting all of the general partners of
Brooks Brothers Lumber Limited Partnership (the "Partnership"),
for the Partnership, a Maryland limited partnership, pursuant to
Annotated Code of Maryland, Corporations and Associations
Article, Section 10-203, files with the Department of Assessments
and Taxation for the State of Maryland this Certificate of
Cancellation of Limited Partnership, and certifies:

1. The name of the Partnership is Brooks Brothers Lumber
Limited Partnership.
2. The date of the filing of the initial Certificate of
Limited Partnership for the Partnership is December 29, 1988.
3. No amendments to the initial Certificate of Limited
Partnership for the Partnership have been filed.
4. The reason for filing this Certificate of Cancellation
of Limited Partnership is that the Partnership has been dissolved
and the Partnership has completed the winding up of its affairs.
5. The effective date of this Certificate of Cancellation
of Limited Partnership shall be the date on which this
Certificate of Cancellation of Limited Partnership is filed with
the Department of Assessments and Taxation for the State of
Maryland.

03658035
7297 2430

0000 0264

O.R. --13 PAGE 253
BOOK

IN WITNESS WHEREOF, the undersigned executes this
Certificate of Cancellation of Limited Partnership this 28th
day of December, 1990.

GENERAL PARTNER:

LB Lumber, Inc.

By: Lionel Brooks (SEAL)
LIONEL BROOKS, President

mlm\broolmtp.crt

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

OR
BOOK -- 13 PAGE 254

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 21 BUSINESS CODE _____ COUNTY 52
M2702140 P.A. _____ Religious _____ Close _____ Stock _____ Not stock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED
10	<u>30</u>	Expedited Fee
20	---	Organ. & Capitalization
61	---	Rec. Fee (Arts. of Inc.)
62	---	Rec. Fee (Amendment)
63	---	Rec. Fee (Merger or Consolidation)
64	---	Rec. Fee (Transfer)
65	---	Rec. Fee (Dissolution)
66	---	Rec. Fee (Revival)
52	---	Foreign Qualification
50	---	Cert. of Qual. or Reg.
51	---	Foreign Name Registration
13	<u>8</u>	<u>1</u> Certified Copy <u>2P</u>
56	---	Penalty
54	---	For. Supplemental Cert.
53	---	Foreign Resolution
73	---	Certificate of Conveyance

Name Change (New Name) _____
 _____ Change of Name
 _____ Change of Principal Office
 _____ Change of Resident Agent
 _____ Change of Resident Agent Address
 _____ Resignation of Resident Agent
 _____ Designation of Resident Agent
 _____ and Resident Agent's Address
 _____ Other Change

76	---	Certificate of Merger/Transfer
75	---	Special Fee
80	---	For. Limited Partnership
83	---	Cert. Limited Partnership
84	---	Amendment to Limited Partnership
85	<u>50</u>	Termination of Limited Partnership
21	---	Recordation Tax
22	---	State Transfer Tax
23	---	Local Transfer Tax
31	---	Corp. Good Standing
NA	---	Foreign Corp. Registration
87	---	Limited Part. Good Standing
71	---	Financial _____ Personal
600	---	Property Reports and late filing penalties
70	---	Change of P.O., R.A. or R.A.A.
91	---	Amend/Cancellation, For. Limited Part.
---	---	Other _____
---	---	Other _____

Code _____
 ATTENTION: _____
 MAIL TO ADDRESS: _____
Andy Cross
Sapero & Sapero
211 Key Highway
Balto. MD
21230

TOTAL FEES 108
☒ Check _____ Cash
 Documents on _____ checks

NOTE: CERTIFIED COPY MADE

APPROVED BY: [Signature]

0000 0266

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR
BOOK --13 PAGE 255

**CERTIFICATE OF CANCELLATION
OF
BROOKS BROTHERS LUMBER LIMITED PARTNERSHIP**

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND **DECEMBER 28, 1990** AT **1:22** O'CLOCK **P.M.** AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID

RECORDING
FEE PAID

SPECIAL
FEE PAID

\$

\$ **50.00**

\$

M2702140

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
ANDY CROLL
SAPERO & SAPERO
211 KEY HIGHWAY
BALTIMORE

MD 21230

126C3040183

A 346613



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3297 2429

0000 0267

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

OR BOOK - - 13 PAGE 256

APPROVED FOR RECORD 10:57a

ANN CENTER LIMITED PARTNERSHIP

1-22-91 CERTIFICATE OF AMENDMENT AND RESTATEMENT 1991 JAN 22 A 10:51

THIS CERTIFICATE OF AMENDMENT AND RESTATEMENT ("Fourth Amendment to Certificate") is made this 21st day of January, 1991.

W I T N E S S E T H:

Throughout this Fourth Amendment to Certificate, any word or words that are defined in the Maryland Revised Uniform Limited Partnership Act, as amended from time to time (the "MRULPA"), shall have the same meaning as provided in the MRULPA, and the word or words listed below within quotation marks shall be deemed to include the words which follow them:

- A. "Fourth Amendment to Certificate"--This Certificate of Amendment and Restatement.
- B. "Partnership"--This Limited Partnership.

Recitals

A. A Certificate of Limited Partnership ("Original Certificate") for the Partnership (then also known as Ann Center Joint Venture) was filed among the Partnership Records of Anne Arundel County, Maryland on January 19, 1976 in Liber W.G.L. 7, Folio 195.

B. A First Amendment to the Original Certificate ("First Amendment to Certificate") for the Partnership was filed among the Partnership Records of Anne Arundel County, Maryland on November 29, 1978 in Liber W.G.L 10, Folio 278.

C. A Second Amendment to the Original Certificate ("Second Amendment to Certificate") for the Partnership was filed among the Partnership Records of Anne Arundel County, Maryland on August 3, 1982 in Liber W.G.L 16, Folio 180.

D. An Amended and Restated Certificate of Limited Partnership ("Third Amendment to Certificate") for the Partnership was received for record by the State Department of Assessments and Taxation on August 30, 1985 and recorded in Liber 2744, Folio 003778, and was also filed among the Partnership Records of Anne Arundel County, Maryland on January 31, 1986 in Liber E.A.C. 179, Folio 281 and/or in Liber E.A.C. 1, Folio 602.

E. The Partnership desires to file this Fourth Amendment to Certificate (i) to amend and restate its Original Certificate (as amended by the First Amendment to Certificate, Second Amendment to Certificate, and Third Amendment to Certificate) in order to evidence (a) the admission of HCM Services, Inc. as a new General Partner of the Partnership and (b) the withdrawal of Joseph Francus, Sylvia Francus, Richard Rynd, and Selma Rynd as General Partners of the Partnership; and (ii) otherwise to amend and restate its Original Certificate (as amended by the First Amendment to

0000 0268

OR
BOOK -- 13 PAGE 257

Certificate, Second Amendment to Certificate, and Third Amendment to Certificate) in order to conform to the current requirements of Section 10-201, Corporations and Associations Article, Annotated Code of Maryland.

NOW, THEREFORE, THIS FOURTH AMENDMENT TO CERTIFICATE WITNESSETH:

1. Partnership Name. The name of the Partnership is "ANN CENTER LIMITED PARTNERSHIP".

2. Principal Office and Resident Agent. The address of the principal office of the Partnership in this State is Bay Ridge Avenue and Van Buren Street, Annapolis, Maryland 21403. The name and address of the resident agent of the Partnership in this State are Arnold Fleischmann, 408 Bosley Avenue, Towson, Maryland 21204.

3. Name and Address of General Partner. The name of the General Partner, and its business, residence, or mailing address, are as set forth on the signature page(s) hereof.

4. Dissolution. The latest date upon which the Partnership is to dissolve is May 31, 2039.

IN WITNESS WHEREOF, this Fourth Amendment to Certificate has been signed as of the year and date first set forth above.

NEW GENERAL PARTNER:

HCM SERVICES, INC., a
Maryland corporation

By: Sylvia Francus
Sylvia Francus, President

BUSINESS, RESIDENCE, OR
MAILING ADDRESS OF
NEW GENERAL PARTNER:
314 Chester Building
8600 LaSalle Road
Towson, Maryland 21204

WITHDRAWING GENERAL PARTNERS:

Joseph B. Francus
Joseph B. Francus

Sylvia Francus
Sylvia Francus

Richard Rynd
Richard Rynd

Selma Rynd
Selma Rynd

After recording, please mail to:

Arnold Fleischmann, P.A.
408 Bosley Avenue
Towson, Maryland 21204

3303 1586

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

OR
BOOK

--13 PAGE 258

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 20 BUSINESS CODE _____ COUNTY 52
201994789 P.A. _____ Religious _____ Close _____ Stock _____ Nor stock

Merging
(Transferor) _____

Surviving
(Transferee) _____

CODE AMOUNT FEE REMITTED

10 39 Expedited Fee
20 _____ Organ. & Capitalization
61 _____ Rec. Fee (Arts. of Inc.)
62 _____ Rec. Fee (Amendment)
63 _____ Rec. Fee (Merger or
Consolidation)
64 _____ Rec. Fee (Transfer)
65 _____ Rec. Fee (Dissolution)
66 _____ Rec. Fee (Revival)
52 _____ Foreign Qualification
50 _____ Cert. of Qual. or Reg.
51 _____ Foreign Name Registration
13 _____ Certified Copy
56 _____ Penalty
54 _____ For. Supplemental Cert.
53 _____ Foreign Resolution
73 _____ Certificate of Conveyance

Name Change
(New Name) _____

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent
Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent
and Resident Agent's Address
_____ Other Change

76 _____ Certificate of Merger/Transfer

75 _____ Special Fee
80 _____ For. Limited Partnership
83 _____ Cert. Limited Partnership
84 50 Amendment to Limited Partnership
85 _____ Termination of Limited Partnership
21 _____ Recordation Tax
22 _____ State Transfer Tax
23 _____ Local Transfer Tax
31 _____ Corp. Good Standing
NA _____ Foreign Corp. Registration
87 6 1 Limited Part. Good Standing
71 _____ Financial
600 _____

Code _____

ATTENTION: _____

MAIL TO ADDRESS: _____

Arnold Fleischman
408 Barclay Ave
Towson Rd 21204

TOTAL
FEES 95

Check

Cash

NOTE:

Documents on _____ checks

3303 1587

APPROVED BY: _____

0000 0270

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR
BOOK --13 PAGE 259

CERTIFICATE OF AMENDMENT
OF
ANN CENTER LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JANUARY 22, 1991 AT 10:51 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M1994789

TO THE CLERK OF THE COURT OF ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
ARNOLD FLEISCHMAN
408 BOSLEY AVENUE
TCWSON

MD 21204

141C3041325

A 348644



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

2203 1584

ATS-01

0000 0271

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION
APPROVED FOR RECORD
at 10:14 a.m.

OR
BOOK -- 13 PAGE 260

FIRST AMENDMENT TO CERTIFICATE AND
AGREEMENT OF LIMITED PARTNERSHIP
OF
TEMORA LIMITED PARTNERSHIP,
A MARYLAND LIMITED PARTNERSHIP

WITNESS THIS FIRST AMENDMENT TO CERTIFICATE AND
AGREEMENT OF LIMITED PARTNERSHIP OF TEMORA LIMITED
PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP, made and
delivered this 16th day of January, 1991.

Explanatory Statement

1. TEMORA LIMITED PARTNERSHIP, a Maryland limited
partnership (hereafter the "Partnership"), is a duly
organized and existing Maryland limited partnership pursuant
to a certain Agreement of Limited Partnership bearing date
of December 12, 1988, and a Certificate of Limited
Partnership bearing date of December 12, 1988, filed among
the records of the Maryland State Department of Assessments
and Taxation on December 15, 1988.

2. The Partnership desires to amend its Agreement and
Certificate of Limited Partnership.

NOW THEREFORE, in consideration of the premises and
other good and valuable considerations, the Partnership does
hereby amend its Agreement and Certificate of Limited
Partnership as follows:

1. Section 6.02(C) of the Partnership Agreement is
hereby amended in its entirety to read as follows:

6.02(C) To the extent of the first FIFTY THOUSAND
AND NO/100 (\$50,000.00) DOLLARS of funds paid by the
Partnership to repay loans made by a Partner, fifty

10328260

0000 0272

OR
BOOK --13 PAGE 261

(50%) percent thereof to the repayment of Partner loans made by LaDue & Miller, Inc., and the remaining fifty (50%) percent to Partner loans made by all other Partners other than LaDue & Miller, Inc., to be paid to such other Partners on a pro rata basis; subsequent to the payment of the first FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS of funds paid by the Partnership aforementioned, LaDue & Miller, Inc., shall not be entitled to receive any further repayment of its loans made as a Partner until such time as all loans made by all other Partners (other than LaDue & Miller, Inc.) to the Partnership whether now or hereafter existing, shall have been repaid in full.

2. Section 6.03(D) of the Partnership Agreement is hereby amended in its entirety to read as follows:

6.03(D) To the extent of the first FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS of funds paid by the Partnership to repay loans made by a Partner, fifty (50%) percent thereof to the repayment of Partner loans made by LaDue & Miller, Inc., and the remaining fifty (50%) percent to Partner loans made by all other Partners other than LaDue & Miller, Inc., to be paid to such other Partners on a pro rata basis; subsequent to the payment of the first FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS of funds paid by the Partnership aforementioned, LaDue & Miller, Inc., shall not be

OR
BOOK --13 PAGE 262

entitled to receive any further repayment of its loans made as a Partner until such time as all loans made by all other Partners (other than LaDue & Miller, Inc.) to the Partnership whether now or hereafter existing, shall have been repaid in full.

IN WITNESS WHEREOF, the undersigned, constituting all of the General and Limited Partners of the Partnership have caused these presents to be signed, sealed, and executed as of the year and day first above written.

GENERAL PARTNERS:

LEXINGTON PARK DEVELOPMENT
GROUP, INC., a Maryland
corporation

By: Michael M. Webb (SEAL)
MICHAEL M. WEBB
President

LaDUE & MILLER, INC., a
Maryland corporation

By: Ronald LaDue (SEAL)
RONALD LaDUE
President

LIMITED PARTNERS:

J. WEBB, INC., a Virginia
corporation

By: Michael M. Webb (SEAL)
MICHAEL M. WEBB
President

(Signatures continued on following page.)

3305 2574

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR
BOOK --13 PAGE 263

FGM CORPORATION, a Maryland
corporation

By: Frank Lucente, Jr. (SEAL)
FRANK LUCENTE, JR.
President

3305 2575

-4-

0000 0275

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

OR BOOK -- 13 PAGE 264

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 209 BUSINESS CODE _____ COUNTY 52
M2690121 P.A. _____ Religious _____ Close _____ Stock _____ Not stock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED
10	<u>30</u>	Expedited Fee
20	---	Organ. & Capitalization
61	---	Rec. Fee (Arts. of Inc.)
62	---	Rec. Fee (Amendment)
63	---	Rec. Fee (Merger or Consolidation)
64	---	Rec. Fee (Transfer)
65	---	Rec. Fee (Dissolution)
66	---	Rec. Fee (Revival)
52	---	Foreign Qualification
50	---	Cert. of Qual. or Reg.
51	---	Foreign Name Registration
13	---	Certified Copy
56	---	Penalty
54	---	For. Supplemental Cert.
53	---	Foreign Resolution
73	---	Certificate of Conveyance
76	---	Certificate of Merger/Transfer
75	---	Special Fee
80	---	For. Limited Partnership
83	---	Cert. Limited Partnership
84	<u>50</u>	Amendment to Limited Partnership
85	---	Termination of Limited Partnership
21	---	Recordation Tax
22	---	State Transfer Tax
23	---	Local Transfer Tax
31	---	Corp. Good Standing
NA	---	Foreign Corp. Registration
87	---	Limited Part. Good Standing
71	---	Financial
600	---	Personal
70	---	Property Reports and late filing penalties
91	---	Change of P.O., R.A. or R.A.A.
---	---	Amend/Cancellation, For. Limited Part.
---	---	Other
---	---	Other

Name Change
(New Name) _____

Change of Name
Change of Principal Office
Change of Resident Agent
Change of Resident Agent Address
Resignation of Resident Agent
Designation of Resident Agent and Resident Agent's Address
Other Change _____

Code 76

ATTENTION:

Richard Kramer

MAIL TO ADDRESS:

6196 Oxon Hill Rd.
Ste. 310
Oxon Hill Md
20745

TOTAL FEES 80

☒ Check ☐ Cash

Documents on _____ checks

APPROVED BY: [Signature]

NOTE:

ack mld

3305 2576

0000 0276

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF AMENDMENT
OF
TEMORA LIMITED PARTNERSHIP

OR
BOOK --13 PAGE 265

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JANUARY 31, 1991 AT 10:14 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ 50.00

M2690121

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
RICHARD KRAMER
6196 OXON HILL ROAD, STE. 310
OXON HILL MD 20745

147C3040097

A 349350



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3305 2571

OR
BOOK -- 13 PAGE 266

RESIGNATION OF RESIDENT AGENT UPON WHOM PROCESS MAY BE SERVED

State Department of Assessments And Taxation
301 W. Preston Street
Baltimore, Maryland 21201

Gentlemen:

Please take notice that the undersigned hereby resigns as resident
agent upon whom process may be served in MARYLAND,
for HERITAGE HILL LIMITED PARTNERSHIP,
a corporation organized under the laws of the state of MARYLAND.

An original counterpart of this resignation has been forwarded to the
corporation.

IN WITNESS WHEREOF, the undersigned corporation has caused this notice
to be executed in its name by its Assistant Secretary, this 15th
day of February, 1991.

10306412

THE CORPORATION TRUST INCORPORATED
(AGENT)

BY Kenneth J. Hwa
ASSISTANT SECRETARY

THE LOCATION OF SAID CORPORATION IS:

222 Allen Road
Glen Burnie, Ms. 21061

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR PAYMENT

2/19/91 at 8:44 A.M.

0000 0278

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

OR BOOK -- 13 PAGE 267

DOCUMENT CODE _____

BUSINESS CODE _____

COUNTY 52

M2936060 P.A. Religious Close Stock Nonstock

Merging
(Transferor) _____

Surviving
(Transferee) _____

CODE	AMOUNT	FEE REMITTED
10	_____	Expedited Fee
20	_____	Organ. & Capitalization
61	_____	Rec. Fee (Arts. of Inc.)
62	_____	Rec. Fee (Amendment)
63	_____	Rec. Fee (Merger or Consolidation)
64	_____	Rec. Fee (Transfer)
65	_____	Rec. Fee (Dissolution)
66	_____	Rec. Fee (Revival)
52	_____	Foreign Qualification
50	_____	Cert. of Qual. or Reg.
51	_____	Foreign Name Registration
13	_____	Certified Copy _____
56	_____	Penalty
54	_____	For. Supplemental Cert.
53	_____	Foreign Resolution
73	_____	Certificate of Conveyance

Name Change
(New Name) _____

Change of Name
Change of Principal Office
Change of Resident Agent
Change of Resident Agent Address
Resignation of Resident Agent
Designation of Resident Agent and Resident Agent's Address
Other Change _____

76 _____ Certificate of Merger/Transfer

Code 013

75	_____	Special Fee
80	_____	For. Limited Partnership
83	_____	Cert. Limited Partnership
84	_____	Amendment to Limited Partnership
85	_____	Termination of Limited Partnership
21	_____	Recordation Tax
22	_____	State Transfer Tax
23	_____	Local Transfer Tax
31	_____	Corp. Good Standing
NA	_____	Foreign Corp. Registration
87	_____	Limited Part. Good Standing
71	_____	Financial
600	_____	Personal

ATTENTION: Thomas Alpin

MAIL TO ADDRESS: _____

TOTAL
FEES \$10.00

1 Check _____ Cash

NOTE:

1 Documents on 1 checks

3311 0310

0000 0279

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

RESIGNATION OF RESIDENT AGENT
OF
HERITAGE HILL LIMITED PARTNERSHIP

OR
BOOK --13PAGE 268

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND FEBRUARY 19, 1991 AT 8:44 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID

RECORDING
FEE PAID

SPECIAL
FEE PAID

\$

\$ 10.00

\$

M2936060

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
CT CORPORATION SYSTEM
THERESA ALFIEIR
1633 BROADWAY
NEW YORK

NY 10019

163C3042051

A 351084



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER, FOLIO.

3311 0300

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

0442.09\ARNOLD.CLP
CKH/rpj

OR
BOOK

--13 PAGE 269

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

2/22/91 at 9:00 .m.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
ARNOLD SUBWAY LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter this
"Certificate") is made this 21 day of Feb., 1991 by
Sherri Lyn Anderson, as the General Partner (hereinafter the
"Partner").

EXPLANATORY STATEMENT

Sherri Lyn Anderson, desiring to organize a limited
partnership under and pursuant to the provisions of the Maryland
Revised Uniform Limited Partnership Act (hereinafter referred to
as the "Act"), hereby forms a limited partnership (hereinafter the
"Partnership"), for the purposes and on the terms and conditions
set forth in the limited partnership agreement by and between the
Partners and hereby certify to the Maryland State Department of
Assessments and Taxation as follows:

1. The name of the Partnership shall be "Arnold Subway
Limited Partnership".
2. The address of the principal office of the Partnership is
✓ Arnold Station Center, 1460 Ritchie Highway, Suite 105, Arnold,
Maryland 21012. The name and address of the resident agent of the
Partnership are Cynthia K. Hitt, Esquire, Two East Fayette Street,
Baltimore, Maryland 21202.

91 FEB 22 AM 9 00

RECEIVED

1991 MAY 21 AM 10:20

3310 2324

0000 0281

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR
BOOK --13 PAGE 270

3. The name and business address of the General Partner is Sherri Lyn Anderson, 103 Long Point Road Bayview, Grasonville, Maryland 21638.

4. The latest date upon which the Partnership is to be dissolved is twenty (20) years from the date of this Certificate.

IN WITNESS WHEREOF, the Partner acknowledges this Certificate of Limited Partnership to be her act, and further acknowledges, to the best of her knowledge, information and belief, the matters and facts set forth herein are true in all material respects, and that she has executed this Certificate of Limited Partnership as of the day and year first above written.

WITNESS:

GENERAL PARTNER:

Lisa J. Spears By: Sherri Lyn Anderson (SEAL)
SHERRI LYN ANDERSON

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
GovernorLLOYD W. JONES
DirectorPAUL B. ANDERSON
AdministratorDepartment of Assessments and Taxation
CHARTER DIVISIONRoom 809
301 West Preston Street
Baltimore, Maryland 21201

OR BOOK -- 13 PAGE 271

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE

05 M.A.

BUSINESS CODE

COUNTY

52

#

P.A.

Religious

Close

Stock

Not stock

Merging
(Transferor)Surviving
(Transferee)

CODE AMOUNT

FEE REMITTED

10

50

Expedited Fee

20

Organ. & Capitalization

61

Rec. Fee (Arts. of Inc.)

62

Rec. Fee (Amendment)

63

Rec. Fee (Merger or
Consolidation)

64

Rec. Fee (Transfer)

65

Rec. Fee (Dissolution)

66

Rec. Fee (Revival)

52

Foreign Qualification

50

Cert. of Qual. or Reg.

51

Foreign Name Registration

13

1 Certified Copy 2p

56

Penalty

54

For. Supplemental Cert.

53

Foreign Resolution

73

Certificate of Conveyance

Name Change
(New Name)

Change of Name

Change of Principal Office

Change of Resident Agent

Change of Resident Agent

Address

Resignation of Resident Agent

Designation of Resident Agent

and Resident Agent's Address

Other Change

76

Certificate of Merger/Transfer

Code

75

Special Fee

80

For. Limited Partnership

83

Cert. Limited Partnership

84

Amendment to Limited Partnership

85

Termination of Limited Partnership

21

Recordation Tax

22

State Transfer Tax

23

Local Transfer Tax

31

Corp. Good Standing

NA

Foreign Corp. Registration

87

Limited Part. Good Standing

71

Financial

600

Personal

Property Reports and

late filing penalties

70

Change of P.O., R.A. or R.A.A.

91

Amend/Cancellation, For. Limited Part.

Other

Other

ATTENTION:

MAIL TO ADDRESS:

CYNTHIA K. HITT, ESQ

Two East Fayette St.

Balto. MD

21202

TOTAL
FEES

108

Check

Cash

NOTE:

Documents on

2

checks

APPROVED BY:

SMH

CERTIFIED
COPY MADE

2310 2326

0000 0283

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
ARNOLD SUBWAY LIMITED PARTNERSHIP

OR
BOOK --13 PAGE 272

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND FEBRUARY 22, 1991 AT 9:00 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ 50.00

M3169265

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
CYNTHIAS K. HITT
TWO E. FAYETTE ST.
BALTIMORE

MD 21202

163C3041980

A 351021



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

7710 2327

0000 0284

OR
BOOK --13 PAGE 273

RESIGNATION OF RESIDENT AGENT UPON WHOM PROCESS MAY BE SERVED

State Department of Assessments And Taxation
301 W. Preston Street
Baltimore, Maryland 21201

Gentlemen:

Please take notice that the undersigned hereby resigns as resident
agent upon whom process may be served in MARYLAND,
for WHISPERING MEADOW LIMITED PARTNERSHIP,
a corporation organized under the laws of the state of .

An original counterpart of this resignation has been forwarded to the
corporation.

IN WITNESS WHEREOF, the undersigned corporation has caused this notice
to be executed in its name by its Assistant Secretary, this 15th
day of February, 1991.

THE CORPORATION TRUST INCORPORATED
(AGENT)

BY *Kenneth J. Shea*
ASSISTANT SECRETARY

THE LOCATION OF SAID CORPORATION IS:

Bay State Title Company
1 East Redwood Street
Baltimore, Md. 21202

1991 MAY 21 AM 10:20

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

10503403

3310 0699

APPROVED FOR PAYMENT

2/19/91 at 5:30 P.m.

0000 0285

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

OR BOOK -- 13 PAGE 274

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE _____

BUSINESS CODE _____

COUNTY 52

100 M2345797

PLA. _____ R.A. _____ Close _____ Stock _____ Nonstock _____

Merging
(Transferor) _____

Surviving
(Transferee) _____

CODE AMOUNT FEE REMITTED

10	_____	Expedited Fee
20	_____	Organ. & Capitalization
61	_____	Rec. Fee (Arts. of Inc.)
62	_____	Rec. Fee (Amendment)
63	_____	Rec. Fee (Merger or Consolidation)
64	_____	Rec. Fee (Transfer)
65	_____	Rec. Fee (Dissolution)
66	_____	Rec. Fee (Revival)
52	_____	Foreign Qualification
50	_____	Cert. of Qual. or Reg.
51	_____	Foreign Name Registration
13	_____	Certified Copy
56	_____	Penalty
54	_____	For. Supplemental Cert.
53	_____	Foreign Resolution
73	_____	Certificate of Conveyance
76	_____	Certificate of Merger/Transfer
75	_____	Special Fee
80	_____	For. Limited Partnership
83	_____	Cert. Limited Partnership
84	_____	Amendment to Limited Partnership
85	_____	Termination of Limited Partnership
21	_____	Recordation Tax
22	_____	State Transfer Tax
23	_____	Local Transfer Tax
31	_____	Corp. Good Standing
NA	_____	Foreign Corp. Registration
87	_____	Limited Part. Good Standing
71	_____	Financial
600	_____	Property Reports and late filing penalties
70	\$10.00	Change of P.O., R.A. or R.A.A.
91	_____	Amend/Cancellation, For. Limited Part.
	_____	Other
	_____	Other

Name Change
(New Name) _____

Change of Name
Change of Principal Office
Change of Resident Agent
Change of Resident Agent Address
Resignation of Resident Agent
Designation of Resident Agent and Resident Agent's Address
Other Change _____

Code 013

ATTENTION: _____

MAIL TO ADDRESS: _____

TOTAL
FEES \$10.00

1 Check _____ Cash

1 Documents on 1 checks

NOTE:

3310 0700

0000 0286

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR
BOOK --13 PAGE 275

RESIGNATION OF RESIDENT AGENT
OF
WHISPERING MEADOW LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND FEBRUARY 19, 1991 AT 8:30 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID

RECORDING
FEE PAID

SPECIAL
FEE PAID

\$

\$ 10.00

\$

M2345197

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
CT CORPORATION SYSTEM
1633 BROADWAY
NEW YORK

NY 10019

160C3041688

A 350779



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3710 0698

0000 0287

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

GR 6504 -- 13 PAGE 276

RESIGNATION OF RESIDENT AGENT UPON WHOM PROCESS MAY BE SERVED

State Department of Assessments And Taxation
301 W. Preston Street
Baltimore, Maryland 21201

Gentlemen:

Please take notice that the undersigned hereby resigns as resident
agent upon whom process may be served in MARYLAND,
for MANOR KNOLLS LIMITED PARTNERSHIP,
a corporation organized under the laws of the state of MARYLAND.

An original counterpart of this resignation has been forwarded to the
corporation.

IN WITNESS WHEREOF, the undersigned corporation has caused this notice
to be executed in its name by its Assistant Secretary, this 15th
day of February, 19 91.

THE CORPORATION TRUST INCORPORATED
(AGENT)

BY Kenneth J. W...
ASSISTANT SECRETARY

THE LOCATION OF SAID CORPORATION IS:

6600 Heritage Drive
Glen Burnie, Md. 21061

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION 10000407

APPROVED FOR PAYMENT

2/19/91 at 8:30 A.M.

3710 0692

0000 0288

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

OR BOOK -- 13 PAGE 277

DOCUMENT CODE BUSINESS CODE COUNTY 52

M 2545853 P.A. Religious Close Stock Nonstock

Merging (Transferor) Surviving (Transferee)

CODE	AMOUNT	FEE REMITTED	Name Change (New Name)
10		Expedited Fee	
20		Organ. & Capitalization	
61		Rec. Fee (Arts. of Inc.)	
62		Rec. Fee (Amendment)	
63		Rec. Fee (Merger or Consolidation)	
64		Rec. Fee (Transfer)	Change of Name
65		Rec. Fee (Dissolution)	Change of Principal Office
66		Rec. Fee (Revival)	Change of Resident Agent
52		Foreign Qualification	Change of Resident Agent Address
50		Cert. of Qual. or Reg.	Resignation of Resident Agent
51		Foreign Name Registration	Designation of Resident Agent and Resident Agent's Address
13		Certified Copy	Other Change
56		Penalty	
54		For. Supplemental Cert.	
53		Foreign Resolution	
73		Certificate of Conveyance	
76		Certificate of Merger/Transfer	
75		Special Fee	Code 013
80		For. Limited Partnership	ATTENTION: <i>Theresa Alfani</i>
83		Cert. Limited Partnership	
84		Amendment to Limited Partnership	
85		Termination of Limited Partnership	
21		Recordation Tax	
22		State Transfer Tax	
23		Local Transfer Tax	
31		Corp. Good Standing	
NA		Foreign Corp. Registration	MAIL TO ADDRESS:
87		Limited Part. Good Standing	
71		Financial	
600		Personal Property Reports and late filing penalties	
70	\$10.00	Change of P.O., R.A. or R.A.A.	
91		Amend/Cancellation, For. Limited Part.	
		Other	
		Other	

TOTAL FEES \$10.00

1 Check Cash

NOTE:

3310 0689

1 Documents on 1 checks

0000 0289

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

RESIGNATION OF RESIDENT AGENT
OF
MANOR KNOLLS LIMITED PARTNERSHIP

OR
BOOK --13 PAGE 278

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND FEBRUARY 19, 1991 AT 8:30 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID

RECORDING
FEE PAID

SPECIAL
FEE PAID

10.00

M2545853

ANNE ARUNDEL COUNTY

TO THE CLERK OF THE COURT OF

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
CT CORPORATION SYSTEM
THERESA ALFIERI
1633 BROADWAY
NEW YORK

NY 10019

160C3041684

A 350776



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

7310 0687

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR
BOOK

--13 PAGE 280

5. The name and the mailing address of the sole general partner of the Partnership is:

NAME

Georgia J. Investment
Corporation

ADDRESS

c/o Zarpas Real Estate
133 Defense Highway
Suite 214
Annapolis, Maryland 21401

6. The latest date upon which the Partnership is to be dissolved and its affairs wound up shall be December 31, 2050.

Signature of The Sole General Partner:

GEORGIA J. INVESTMENT CORPORATION

By: Samuel N. Zarpas
Samuel N. Zarpas, President

December 18, 1990
Date

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

STATE DEPARTMENT OF ASSESSMENTS

OR BOOK -- 13 PAGE 279

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF LIMITED PARTNERSHIP
OF
FORT FOOTE LIMITED PARTNERSHIP

This Certificate of Amendment is presented for filing pursuant to §10-202 of the Annotated Code of Maryland (1988) Corporations and Associations.

RECITALS

A. Fort Foote Limited Partnership (the "Partnership") (formerly Intercontinental Development Company Limited Partnership) previously recorded among the Partnership Records of the State of Maryland a Certificate and Agreement of Limited Partnership dated as of December 1, 1984, as amended by that certain First Amendment to Certificate and Agreement of Limited Partnership dated as of August 2, 1985 and that certain Second Amendment to Certificate and Agreement of Limited Partnership dated as of August 20, 1985.

B. The Partnership now desires to amend and restate its Certificate in its entirety to reflect, among other things, the new address of the Partnership's principal office and the change of registered agent's address.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

CERTIFICATE

1. The name of the Partnership shall continue to be Fort Foote Limited Partnership.

2. The post office address of the principal office is 133 Defense Highway, Suite 214, Annapolis, Maryland 21401.

3. The resident agent shall continue to be Samuel N. Zarpas, a resident of Maryland.

4. The post office address of the registered agent is 133 Defense Highway, Suite 214, Annapolis, Maryland 21401.

1991 MAR 21 AM 10:21

0380LU76 00

10446278
1991 FEB 13 A 8:33

3309 2534

0000 0282

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

OR BOOK -- 13 PAGE 281

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 20 MA BUSINESS CODE _____ COUNTY 52
M 18 492 72 P.A. _____ Religious _____ Close _____ Stock _____ Nor stock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED
10	---	Expedited Fee
20	---	Organ. & Capitalization
61	---	Rec. Fee (Arts. of Inc.)
62	---	Rec. Fee (Amendment)
63	---	Rec. Fee (Merger or Consolidation)
64	---	Rec. Fee (Transfer)
65	---	Rec. Fee (Dissolution)
66	---	Rec. Fee (Revival)
52	---	Foreign Qualification
50	---	Cert. of Qual. or Reg.
51	---	Foreign Name Registration
13	<u>8</u>	<u>1</u> Certified Copy <u>2</u>
56	---	Penalty
54	---	For. Supplemental Cert.
53	---	Foreign Resolution
73	---	Certificate of Conveyance
76	---	Certificate of Merger/Transfer
75	---	Special Fee
80	---	For. Limited Partnership
83	---	Cert. Limited Partnership
84	<u>50</u>	Amendment to Limited Partnership
85	---	Termination of Limited Partnership
21	---	Recordation Tax
22	---	State Transfer Tax
23	---	Local Transfer Tax
31	---	Corp. Good Standing
NA	---	Foreign Corp. Registration
87	---	Limited Part. Good Standing
71	---	Financial
600	---	Personal
	---	Property Reports and late filing penalties
70	---	Change of P.O., R.A. or R.A.A.
91	---	Amend/Cancellation, For. Limited Part.
	---	Other
	---	Other

Name Change (New Name) _____
☒ Change of Name
☒ Change of Principal Office
☒ Change of Resident Agent
☒ Change of Resident Agent Address
☐ Resignation of Resident Agent
☐ Designation of Resident Agent and Resident Agent's Address
☐ Other Change _____

Code 061
ATTENTION: Gail S Heath

MAIL TO ADDRESS: _____

TOTAL FEES 58

☒ Check ☐ Cash

Documents on _____ checks

APPROVED BY: WLS

NOTE:

CERTIFIED COPY MADE
2536

0000 0293

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF AMENDMENT
OF
FORT FOOTE LIMITED PARTNERSHIP

OR
BOOK --13 PAGE 282

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND FEBRUARY 13, 1991 AT 8:33 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID

RECORDING
FEE PAID

SPECIAL
FEE PAID

\$

\$ 50.00

\$

M1849272

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
TUCKER, FLYER, SANGERT & LEWIS
G. HEATH
SUITE 400
1615 L STREET, N.W.
WASHINGTON

DC 20036 5601

159C3041470

A 350625



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3309 2533

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR BOOK -- 13 PAGE 283

SECOND CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF LIMITED PARTNERSHIP
OF
P.G. CORRIDOR I LIMITED PARTNERSHIP
APPROVED FOR RECORD
2/14/91 at 10:18 a.m.

THIS SECOND CERTIFICATE OF AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP (this "Amendment") is made and entered into as of the 12th day of February, 1991 by the undersigned party.

WITNESSETH:

RECITALS:

WHEREAS, certain parties previously joined together to form a limited partnership (the "Partnership") known as "P.G. Corridor I Limited Partnership" under and pursuant to the Maryland Revised Uniform Limited Partnership Act (Md. Code, Corps. & Ass'n Art. § 10-101 et seq.) (the "Act") and other relevant laws of the State of Maryland; and

WHEREAS, in accordance with the formation of the Partnership, the aforesaid parties entered into that certain Limited Partnership Agreement and Certificate of P.G. Corridor I Limited Partnership, dated as of December 10, 1985 and filed among the records of the Maryland State Department of Assessments and Taxation ("MSDAT") on December 13, 1985 (the "Original Agreement and Certificate"); and

WHEREAS, the Original Agreement and Certificate was subsequently amended by that certain (i) First Amendment and Restatement of Limited Partnership Agreement of P.G. Corridor I Limited Partnership, dated as of June 10, 1986; and (ii) First Certificate of Amendment of Certificate of Limited Partnership of P.G. Corridor I Limited Partnership, dated as of June 10, 1986, recorded among the records of MSDAT on June 16, 1986 (the "Original Agreement and Certificate", as amended by the aforementioned, is hereinafter collectively referred to as the "Certificate"); and

WHEREAS, the undersigned general partner desires to execute and file this Amendment to reflect (i) the change in the principal office of the Partnership; and (ii) the change of address of the resident agent of the Partnership;

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby certifies that the Certificate is hereby amended as follows:

1. The Recitals to this Amendment are incorporated herein in full by this reference.

2. The principal office of the Partnership in the State of Maryland, at which the records of the Partnership shall be kept, is 1526 Cedar Farm Lane Road, Annapolis, Maryland 21401. The Partnership shall have such other additional offices as the general partners, in their sole discretion, shall deem advisable.

3. The resident agent of the Partnership is and shall continue to be John D. Hagner, Esquire a citizen of the state of

1991 MAY 21 AM 10:21

1040007

7309 2511

0000 0295

OR
BOOK --13 PAGE 284

Maryland, whose address is 11417 Rolling House Road, Rockville,
Maryland 20852.

4. The Certificate, except as hereby amended, is hereby ratified and confirmed in all respects and the undersigned hereby confirms that none of the foregoing shall terminate or dissolve the Partnership or alter the term of the Partnership, and that the Partnership and its business shall continue in accordance with the terms of the Certificate, as hereby amended. The Certificate, except as hereby amended, is hereby ratified and confirmed for all purposes and in all respects.

IN WITNESS WHEREOF, the undersigned has executed this Amendment under seal as of the day and year first hereinabove written and does hereby acknowledge this Amendment to be his free act and deed for the uses and purposes herein contained.

WITNESS:

GENERAL PARTNER:

J.P.B., INC.,
A Virginia Corporation

Rebecca L. Lids

By: J. Patrick Blew (SEAL)
J. Patrick Blew,
President

certamen.mcb
1300/008.p

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

O.R. BOOK --13 PAGE 285

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE

BUSINESS CODE

COUNTY

M2054344

P.A.

Religious

Close

Stock

Not stock

Merging
(Transferor)

Surviving
(Transferee)

CODE AMOUNT

FEE REMITTED

Name Change
(New Name)

10

50

Expedited Fee

20

Organ. & Capitalization

61

Rec. Fee (Arts. of Inc.)

62

Rec. Fee (Amendment)

63

Rec. Fee (Merger or
Consolidation)

64

Rec. Fee (Transfer)

65

Rec. Fee (Dissolution)

66

Rec. Fee (Revival)

52

Foreign Qualification

50

Cert. of Qual. or Reg.

51

Foreign Name Registration

13

8

1 Certified Copy 2

56

Penalty

54

For. Supplemental Cert.

53

Foreign Resolution

73

Certificate of Conveyance

☒

Change of Name

☒

Change of Principal Office

☐

Change of Resident Agent

☒

Change of Resident Agent

Address

Resignation of Resident Agent

Designation of Resident Agent

and Resident Agent's Address

Other Change

76

Certificate of Merger/Transfer

Code

116

75

Special Fee

80

For. Limited Partnership

83

Cert. Limited Partnership

84

Amendment to Limited Partnership

85

Termination of Limited Partnership

21

Recordation Tax

22

State Transfer Tax

23

Local Transfer Tax

31

Corp. Good Standing

NA

Foreign Corp. Registration

87

Limited Part. Good Standing

71

Financial

600

Personal

Property Reports and

late filing penalties

70

Change of P.O., R.A. or R.A.A.

91

Amend/Cancellation, For. Limited Part.

Other

Other

TOTAL
FEES

108

Check

Cash

NOTE:

Documents on

checks

APPROVED BY:

MSC

3309 2513

CERTIFIED
COPY MADE

0000 0297

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF AMENDMENT
OF
P-G- CORRIDOR I LIMITED PARTNERSHIP

OR
BOOK --13 PAGE 286

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND FEBRUARY 14, 1991 AT 10:18 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND CAPITALIZATION FEE PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
\$	\$ 50.00	\$

M2054344
ANNE ARUNDEL COUNTY

TO THE CLERK OF THE COURT OF
IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
DAVID E HAGNER, P.C.
M. BOTHWELL
1120 NINETEENTH ST., N.W.
WASHINGTON DC 20036 3684

159C3041466
A 350621



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN FIBER. FOLIO. 3309 2510

OR
BOOK --13 PAGE 287

SECOND AMENDMENT TO CERTIFICATE AND
AGREEMENT OF LIMITED PARTNERSHIP
OF
TEMORA LIMITED PARTNERSHIP,
A MARYLAND LIMITED PARTNERSHIP

WITNESS THIS SECOND AMENDMENT TO CERTIFICATE AND
AGREEMENT OF LIMITED PARTNERSHIP OF TEMORA LIMITED
PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP, made and
delivered this 16th day of January, 1991.

Explanatory Statement

1. TEMORA LIMITED PARTNERSHIP, a Maryland limited
partnership (hereafter the "Partnership"), is a duly
organized and existing Maryland limited partnership pursuant
to a certain Agreement of Limited Partnership bearing date
of December 12, 1988, and a Certificate of Limited
Partnership bearing date of December 12, 1988, filed among
the records of the Maryland State Department of Assessments
and Taxation on December 15, 1988. The Partnership has
amended its Certificate and Agreement of Limited Partnership
by virtue of a certain First Amendment to Certificate and
Agreement of Limited Partnership dated January 16th, 1991,
and intended to be recorded prior hereto.

2. The Partnership desires to amend its Agreement and
Certificate of Limited Partnership to reflect a change
the ownership of the general and limited partnership
interests of the Partnership.

NOW THEREFORE, in consideration of the premises and
other good and valuable considerations, the Partnership does

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

1/31/91 at 10:15 a.m.
APPROVED FOR RECORD

12:01 PM 12 JAN 1991
1991 JAN 31 AM 10:54

3305 2616

OR
BOOK --13 PAGE 288

hereby amend its Agreement and Certificate of Limited Partnership as follows:

1. Schedule A to the original Agreement and Certificate of Limited Partnership is hereby amended to read as set forth on Schedule A attached to this Second Amendment to Certificate and Agreement of Limited Partnership.

IN WITNESS WHEREOF, the undersigned, constituting all of the General and Limited Partners of the Partnership have caused these presents to be signed, sealed, and executed as of the year and day first above written.

GENERAL PARTNER:

LEXINGTON PARK DEVELOPMENT
GROUP, INC., a Maryland
corporation

By: Michael M. Webb (SEAL)
MICHAEL M. WEBB
President

WITHDRAWING GENERAL PARTNER:

LaDUE & MILLER, INC., a
Maryland corporation

By: Ronald LaDue (SEAL)
RONALD LaDUE
President

(Signatures continued on following page.)

3305 2617

OR
BOOK --13 PAGE 289

LIMITED PARTNERS:

J. WEBB, INC., a Virginia
corporation

By: Michael M. Webb (SEAL)
MICHAEL M. WEBB
President

FGM CORPORATION, a Maryland
corporation

By: Frank Lucente, Jr. (SEAL)
FRANK LUCENTE, JR.
President

3305 2618

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER

Governor

JOHN W. JONES

JOHN B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

O.R. BOOK -- 13 PAGE 290

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 209
M2690121

BUSINESS CODE

COUNTY 52

P.A.

Religious

Close

Stock

Not stock

Surviving
(Transferee)

Merging
(Transferor)

CODE AMOUNT FEE REMITTED

10

30

Expedited Fee
Organ. & Capitalization

20

Rec. Fee (Arts. of Inc.)

61

Rec. Fee (Amendment)

62

Rec. Fee (Merger or
Consolidation)

63

Rec. Fee (Transfer)

64

Rec. Fee (Dissolution)

65

Rec. Fee (Revival)

66

Foreign Qualification

52

Cert. of Qual. or Reg.

50

Foreign Name Registration

51

Certified Copy

13

Penalty

56

For. Supplemental Cert.

54

Foreign Resolution

53

Certificate of Conveyance

73

Certificate of Merger/Transfer

76

Special Fee

75

For. Limited Partnership

80

Cert. Limited Partnership

83

Amendment to Limited Partnership

84

Termination of Limited Partnership

85

Recordation Tax

21

State Transfer Tax

22

Local Transfer Tax

23

Corp. Good Standing

31

Foreign Corp. Registration

NA

Limited Part. Good Standing

87

Financial

71

Personal

600

Property Reports and
late filing penalties

70

Change of P.O., R.A. or R.A.A.

91

Amend/Cancellation, For. Limited Part.

Other

TOTAL
FEES

80

Check

Cash

NOTE:

ack 7/14

7305 2619

Documents on

checks

APPROVED BY:

[Signature]

0000 0302

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF AMENDMENT
OF
TEMORA LIMITED PARTNERSHIP

OR
BOOK --13 PAGE 291

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JANUARY 31, 1991 AT 10:15 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M2690121

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
RICHARD KRAMER
6196 OXON HILL ROAD, STE. 310
OXON HILL MD 20745

147C3040104

A 349357



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

2305 2515

0000 0303

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION
APPROVED FOR RECORD
at 10:14 a.m.
1/31/91

OR BOOK -- 13 PAGE 292

**FIRST AMENDMENT TO CERTIFICATE AND
AGREEMENT OF LIMITED PARTNERSHIP
OF
SPRING VALLEY LIMITED PARTNERSHIP,
A MARYLAND LIMITED PARTNERSHIP**

WITNESS THIS FIRST AMENDMENT TO CERTIFICATE AND
AGREEMENT OF LIMITED PARTNERSHIP OF SPRING VALLEY LIMITED
PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP, made and
delivered this 16 day of January, 1991.

Explanatory Statement

1. SPRING VALLEY LIMITED PARTNERSHIP, a Maryland
limited partnership (hereafter the "Partnership"), is a duly
organized and existing Maryland limited partnership pursuant
to a certain Agreement of Limited Partnership bearing date
of December 12, 1988, and a Certificate of Limited
Partnership bearing date of July 25, 1988, filed among the
records of the Maryland State Department of Assessments and
Taxation on July 26, 1988.

2. The Partnership desires to amend its Agreement and
Certificate of Limited Partnership to reflect a change in
the ownership of the general and limited partnership
interests of the Partnership.

NOW THEREFORE, in consideration of the premises and
other good and valuable considerations, the Partnership does
hereby amend its Agreement and Certificate of Limited
Partnership as follows:

1. Schedule A to the original Agreement and
Certificate of Limited Partnership is hereby amended to read

10328262

0000 0304

3305 2578

1991 JAN 21 AM 10:21

91 JAN 31 AM 10:21

OR. BOOK --13 PAGE 293

as set forth on Schedule A attached to this First Amendment
to Certificate and Agreement of Limited Partnership.

IN WITNESS WHEREOF, the undersigned, constituting all
of the General and Limited Partners of the Partnership have
caused these presents to be signed, sealed, and executed as
of the year and day first above written.

GENERAL PARTNER:

LEXINGTON PARK DEVELOPMENT
GROUP, INC., a Maryland
corporation

By: Michael M. Webb (SEAL)
MICHAEL M. WEBB
President

WITHDRAWING GENERAL PARTNER:

LaDUE & MILLER, INC., a
Maryland corporation

By: Ronald LaDUE (SEAL)
RONALD LaDUE
President

LIMITED PARTNERS:

J. WEBB, INC., a Virginia
corporation

By: Michael M. Webb (SEAL)
MICHAEL M. WEBB
President

(Signatures continued on following page.)

3305 2579

OR
BOOK -- 13 PAGE 291

Michael M. Webb (SEAL)
MICHAEL M. WEBB

FGM CORPORATION, a Maryland
corporation

By: Frank Lucente, Jr. (SEAL)
FRANK LUCENTE, JR.
President

Susan F.K. Slebodnik (SEAL)
SUSAN F.K. SLEBODNIK

Patricia B. Smith (SEAL)
PATRICIA B. SMITH

WITHDRAWING LIMITED PARTNERS:

Ronald R. LaDue (SEAL)
RONALD R. LaDUE

Thomas A. Miller, Sr. (SEAL)
THOMAS A. MILLER, SR.

Alexis S.C. Izard (SEAL)
ALEXIS S.C. ISZARD

Brian M. Hirsch (SEAL)
BRIAN M. HIRSCH

(Signatures continued on following page.)

3305 2580

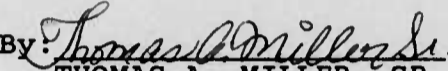
CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

OR
BOOK --13 PAGE 295

L & M VENTURES I, a Maryland
joint venture

By:  (SEAL)
RONALD R. LaDUE
Joint Venturer

By:  (SEAL)
THOMAS A. MILLER, SR.
Joint Venturer

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

SCHEDULE AOR
BOOK --13 PAGE 296

GENERAL PARTNER:

Partnership Interests

Lexington Park Development
Group, Inc.
c/o J. Webb, Inc.
7857 Heritage Drive, Suite 300
Annandale, VA 22003

.1%

LIMITED PARTNERS:

J. Webb, Inc.
7857 Heritage Drive, Suite 300
Annandale, VA 22003

79.5%

Michael M. Webb
c/o J. Webb, Inc.
7857 Heritage Drive, Suite 300
Annandale, VA 22003

3.4%

FGM Corporation
6196 Oxon Hill Road
Oxon Hill, MD 20745

15.0%

Susan F. K. Slebodnik
P.O. Box 950
9306 Hilltop Court
Laurel, MD 20707

1.0%

Patricia B. Smith
6310 Friendship Court
Bethesda, MD 20817

1.0%

TOTAL

100.0%

2305 2582

0000 0308

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

OR. BOOK -- 13 PAGE 297

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 200 BUSINESS CODE _____ COUNTY 52
M2604924 P.A. _____ Religious _____ Close _____ Stock _____ Not stock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>30</u>	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	Certified Copy _____	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	
80	_____	For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	
84	_____	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	
87	_____	Limited Part. Good Standing	
71	_____	Financial	
600	_____	Personal	
	_____	Property Reports and late filing penalties	
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other	
	_____	Other	

Code 762
ATTENTION: Richard Kramer

MAIL TO ADDRESS: 6196 Oxon Hill Rd.
Ste 310
Oxon Hill, Md
20745

TOTAL FEES 80

☒ Check ☐ Cash

Documents on _____ checks

APPROVED BY: [Signature]

NOTE: Feb 11

3305 2587

0000 0309

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF AMENDMENT
OF
SPRING VALLEY LIMITED PARTNERSHIP

OR
BOOK --13 PAGE 298

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JANUARY 31, 1991 AT 10:14 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID

RECORDING
FEE PAID

SPECIAL
FEE PAID

\$

\$ 50.00

\$

M2604924

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
RICHARD KRAMER
6196 OXON HILL ROAD, STE. 310
OXON HILL MD 20745

147C3040098

A 349351



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3305 2577

0000 0310

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.



LOVELL
REGENCY
HOMES

BOOK 013 p. 293

March 19, 1991

State Department of Assessments and Taxation
Corporate Division
301 West Preston Street
Baltimore, Maryland 21201-2395

Re: Lovell-Regency Homes Limited Partnership
Account # A.C. L 807556 6 19-00-01

Gentlemen:

Please be advised that effective February 8, 1991 the
above-referenced Partnership's new address is as follows:

49 Old Solomons Island Road
Suite 301
Annapolis, Maryland 21401

Please adjust all of your records accordingly. If you
have any questions or comments please do not hesitate to
contact me.

Very truly yours,

David R. Priddy
Lovell Regency Homes
Limited Partnership
By: Regency Homes Corporation
General Partner
David R. Priddy
Vice President

DRP/gv

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR PAYMENT

3/21/91 at 9:06 A.M.

1991 MAR 21 A
10808243
7717 1585

49 OLD SOLOMONS ISLAND ROAD • SUITE 301 • ANNAPOLIS, MARYLAND 21401 • (301) 266-7513 / 261-8625

0000 0311

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

BOOK 013 PAGE 300

DOCUMENT CODE _____ BUSINESS CODE _____ COUNTY 52

M2281236 P.A. Religious Close Stock Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE AMOUNT FEE REMITTED

10 _____ Expedited Fee
20 _____ Organ. & Capitalization
61 _____ Rec. Fee (Arts. of Inc.)
62 _____ Rec. Fee (Amendment)
63 _____ Rec. Fee (Merger or Consolidation)
64 _____ Rec. Fee (Transfer)
65 _____ Rec. Fee (Dissolution)
66 _____ Rec. Fee (Revival)
52 _____ Foreign Qualification
50 _____ Cert. of Qual. or Reg.
51 _____ Foreign Name Registration
13 _____ Certified Copy
56 _____ Penalty
54 _____ For. Supplemental Cert.
53 _____ Foreign Resolution
73 _____ Certificate of Conveyance

Name Change
(New Name) _____

Change of Name
Change of Principal Office
Change of Resident Agent
Change of Resident Agent
Address
Resignation of Resident Agent
Designation of Resident Agent
and Resident Agent's Address
Other Change _____

76 _____ Certificate of Merger/Transfer

75 _____ Special Fee
80 _____ For. Limited Partnership
83 _____ Cert. Limited Partnership
84 _____ Amendment to Limited Partnership
85 _____ Termination of Limited Partnership
21 _____ Recordation Tax
22 _____ State Transfer Tax
23 _____ Local Transfer Tax
31 _____ Corp. Good Standing
NA _____ Foreign Corp. Registration
87 _____ Limited Part. Good Standing
71 _____ Financial

Code _____

ATTENTION: _____

70 _____ \$10.00 Property Reports and late filing penalties
91 _____ Change of P.O., R.A. or R.A.A.
Amend/Cancellation, For. Limited Part.
Other _____
Other _____

TOTAL FEES \$10.00

1 Check _____ Cash _____
1 Documents on 1 checks

APPROVED BY: RMC

NOTE:

3317 1586

0000 0312

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CHANGE OF PRINCIPAL OFFICE
OF
LOVELL REGENCY HOMES LIMITED PARTNERSHIP

BOOK 013 PAGE 301

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MARCH 21, 1991 AT 9:06 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID

RECORDING
FEE PAID

SPECIAL
FEE PAID

\$

\$ 10.00

\$

M2281236

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
LOVELL REGENCY HOMES LIMITED
PARTNERSHIP
49 OLD SOLOMONS ISLAND ROAD
SUITE 301
ANNAPOLIS MD 21401

18103042278

A 353633



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER, FOLIO.

3317 1991

0217:03/20/91
BPE15(4503B)

BOOK 013 302

RACE AND HANOVER X LIMITED PARTNERSHIP

CERTIFICATE OF LIMITED PARTNERSHIP

THIS IS TO CERTIFY that the undersigned does hereby form a Limited Partnership (the "Partnership") pursuant to the Maryland Revised Uniform Limited Partnership Act ("RULPA") this 22nd day of March 1991, as follows:

1. Name. The name of the Partnership is RACE AND HANOVER X LIMITED PARTNERSHIP.

2. Principal Office and Resident Agent. The address of the principal office of the Partnership in the State of Maryland is 7223 Parkway Drive, Hanover, Maryland 21076. The name and address of the resident agent of the Partnership in the State of Maryland are Kent and York, Incorporated, 7223 Parkway Drive, Hanover, Maryland 21076.

3. Name and Address of General Partner: The name and address of the general partner are as follows:

Kent and York, Incorporated
7223 Parkway Drive, Hanover, Maryland 21076

4. Dissolution of Partnership. The latest date upon which the Partnership is to dissolve is December 31, 2041.

IN WITNESS WHEREOF, the parties hereto have executed this Certificate the day and year first above written.

GENERAL PARTNER

KENT AND YORK, INCORPORATED

By: Leslie Legum President

WITNESS/ATTEST:

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

3-22-91 at 11:31 a.m.

RECEIVED
MAR 22 AM 11 31
STATE DEPT. OF
ASSESSMENTS & TAXATION

7317 0728

10818450

0000 0314

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 05^{MA} BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>50</u>	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	<u>7</u>	<u>1</u> Certified Copy <u>1p</u>	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	
80	_____	For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	
84	_____	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	_____ Corp. Good Standing	
NA	_____	Foreign Corp. Registration	
87	_____	_____ Limited Part. Good Standing	
71	_____	Financial	
600	_____	_____ Personal	
	_____	Property Reports and late filing penalties	
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other	
	_____	Other	

TOTAL FEES 107

☒ Check ☐ Cash

Documents on _____ checks

APPROVED BY: [Signature]

NOTE:

CERTIFIED COPY MADE

3317 0729

0000 0315

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
RACE AND HANOVER X LIMITED PARTNERSHIP

BOOK 013 PAGE 304

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MARCH 22, 1991 AT 11:31 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M3185832

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
WEINBERG & GREEN
100 SOUTH CHARLES STREET
BALTIMORE MD 21201

182C3042353

A 353697



RECORDED IN THE RECORDS OF THE

STATE DEPARTMENT OF ASSESSMENTS

3217 0727

AND TAXATION OF MARYLAND IN LIBER. FOLIO.

AT5-000

0000 0316

FORM 013 PAGE 305

CERTIFICATE OF LIMITED PARTNERSHIP
OF
SOUTHGATE SUBWAY LIMITED PARTNERSHIP

RECEIVED

'91 MAR 19 PM 3 59
STATE DEPT. OF
ASSESSMENTS & TAXATION

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter, this
"Certificate") is made this 19th day of March, 1991, by
Amy S. Smith, as the General Partner (hereinafter the "Partner").

EXPLANATORY STATEMENT

Amy S. Smith, desiring to organize a limited partnership under and
pursuant to the provisions of the Maryland Revised Uniform Limited
Partnership Act (hereinafter referred to as the "Act"), hereby forms a
limited partnership (hereinafter the "Partnership"), for the purposes
and on the terms and conditions set forth in the limited partnership
agreement by and between the Partners and hereby certify to the Maryland
State Department of Assessments and Taxation as follows:

1. The name of the Partnership shall be "Southgate Subway Limited
Partnership".
2. The address of the principal office of the Partnership is
✓ Southgate Marketplace Shopping Center, 337 Hospital Drive, Store 0, Glen
Burnie, Maryland 21061. The name and address of the resident agent of
the Partnership are Cynthia K. Hitt, Esquire, Two East Fayette Street,
Baltimore, Maryland 21202.

STATE DEPARTMENT OF ASSESSMENTS
& TAXATION
APPROVED FOR RECORD

3-19-91 at 3:59 p.m.

10798046

7715 1410

7715 1429

1991 JUN 10 AM 10:33

0000 0317

BOOK 013 PAGE 306

3. The name and business address of the General Partner is Amy Susan Smith, 287 Laguna Circle, Severna Park, Maryland 21146.

4. The latest date upon which the Partnership is to be dissolved is twenty (20) years from the date of this Certificate.

IN WITNESS WHEREOF, The Partner acknowledges this Certificate of Limited Partnership to be her act, and further acknowledges, to the best of her knowledge, information and belief, the matters and facts set forth herein are true in all material respects, and that she has executed this Certificate of Limited Partnership as of the day and year above first written.

WITNESS:

Lisa J. Spears

GENERAL PARTNER:

By: Amy Susan Smith (SEAL)
AMY SUSAN SMITH

2716 1111
3316 1430

0000 0318

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 013 PAGE 307

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE AMOUNT FEE REMITTED

10 50 Expedited Fee
20 _____ Organ. & Capitalization
61 _____ Rec. Fee (Arts. of Inc.)
62 _____ Rec. Fee (Amendment)
63 _____ Rec. Fee (Merger or Consolidation)
64 _____ Rec. Fee (Transfer)
65 _____ Rec. Fee (Dissolution)
66 _____ Rec. Fee (Revival)
52 _____ Foreign Qualification
50 _____ Cert. of Qual. or Reg.
51 _____ Foreign Name Registration
13 8 1 Certified Copy 2
56 _____ Penalty
54 _____ For. Supplemental Cert.
53 _____ Foreign Resolution
73 _____ Certificate of Conveyance

Name Change
(New Name) _____

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent
_____ and Resident Agent's Address
_____ Other Change _____

76 _____ Certificate of Merger/Transfer

Code _____

75 _____ Special Fee
80 _____ For. Limited Partnership
83 50 Cert. Limited Partnership
84 _____ Amendment to Limited Partnership
85 _____ Termination of Limited Partnership
21 _____ Recordation Tax
22 _____ State Transfer Tax
23 _____ Local Transfer Tax
31 _____ Corp. Good Standing
NA _____ Foreign Corp. Registration
87 _____ Limited Part. Good Standing
71 _____ Financial
600 _____ _____ Personal
Property Reports and _____
late filing penalties
70 _____ Change of P.O., R.A. or R.A.A.
91 _____ Amend/Cancellation, For. Limited Part.
Other _____
Other _____

ATTENTION: _____

MAIL TO ADDRESS:

Cynthia Hill
2 E. Fayette St
Balt Md 21202

TOTAL FEES 108

Check _____ Cash _____

NOTE:

Documents on _____ checks

APPROVED BY: MSH

CERTIFIED
COPY MADE

0000 0319

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
SOUTHGATE SUBWAY LIMITED PARTNERSHIP

BOOK 013 PAGE 308

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MARCH 19, 1991 AT 3:59 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M3183621

TO THE CLERK OF THE COURT OF ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
CYNTHIA K. HITT, ESQUIRE
2 E. FAYETTE STREET
BALTIMORE MD 21202



179C3041947

A 353331

RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

~~3316 1428~~

3316 1428

013 309

CERTIFICATE OF LIMITED PARTNERSHIP
OF
BAY RIDGE SUBWAY LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter this "Certificate") is made this 20th day of March, 1991, by Brian T. Spears, as the General Partner (hereinafter the "Partner").

EXPLANATORY STATEMENT

Brian T. Spears, desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), hereby forms a limited partnership (hereinafter the "Partnership"), for the purposes and on the terms and conditions set forth in the limited partnership agreement by and between the Partners and hereby certify to the Maryland State Department of Assessments and Taxation as follows:

1. The name of the Partnership shall be "Bay Ridge Subway Limited Partnership".

✓ 2. The address of the principal office of the Partnership is Bay Ridge Plaza Shopping Center, 895 Bay Ridge Road, Annapolis, Maryland 21403. The name and address of the resident agent of the Partnership are Cynthia K. Hitt, Esquire, Two East Fayette Street, Baltimore, Maryland 21202.

[REDACTED]

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

3-20-91 at 9:21 a.m.

RECEIVED
108422
'91 MAR 20 AM 9 21
STATE DEPT. OF
ASSESSMENTS & TAXATION

0000 0321

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

BOOK 013 310

3. The name and business address of the General Partner are Brian T. Spears, 2661 Riva Road, Suite 110, Annapolis, Maryland 21401.

4. The latest date upon which the Partnership is to be dissolved is twenty (20) years from the date of this Certificate.

IN WITNESS WHEREOF, The Partner acknowledges this Certificate of Limited Partnership to be his act, and further acknowledges, to the best of his knowledge, information and belief, the matters and facts set forth herein are true in all material respects, and that he has executed this Certificate of Limited Partnership as of the day and year above first written.

WITNESS:

Lisa J. Spears

GENERAL PARTNER:

By:

BTS
BRIAN T. SPEARS

(SEAL)

0000 0322

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
GovernorLLOYD W. JONES
DirectorPAUL B. ANDERSON
AdministratorDepartment of Assessments and Taxation
CHARTER DIVISIONRoom 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 013 PAGE 311

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE

05

BUSINESS CODE

COUNTY

52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging

(Transferor)

Surviving

(Transferee)

CODE AMOUNT FEE REMITTED

10	50	Expedited Fee
20		Organ. & Capitalization
61		Rec. Fee (Arts. of Inc.)
62		Rec. Fee (Amendment)
63		Rec. Fee (Merger or Consolidation)
64		Rec. Fee (Transfer)
65		Rec. Fee (Dissolution)
66		Rec. Fee (Revival)
52		Foreign Qualification
50		Cert. of Qual. or Reg.
51	8	Foreign Name Registration
13	1	Certified Copy 2P
56		Penalty
54		For. Supplemental Cert.
53		Foreign Resolution
73		Certificate of Conveyance

Name Change
(New Name)

_____	Change of Name
_____	Change of Principal Office
_____	Change of Resident Agent
_____	Change of Resident Agent Address
_____	Resignation of Resident Agent
_____	Designation of Resident Agent and Resident Agent's Address
_____	Other Change

76 _____ Certificate of Merger/Transfer

Code _____

75		Special Fee
80		For. Limited Partnership
83	50	Cert. Limited Partnership
84		Amendment to Limited Partnership
85		Termination of Limited Partnership
21		Recordation Tax
22		State Transfer Tax
23		Local Transfer Tax
31		Corp. Good Standing
NA		Foreign Corp. Registration
87		Limited Part. Good Standing
71		Financial
600		Personal
		Property Reports and late filing penalties
70		Change of P.O., R.A. or R.A.A.
91		Amend/Cancellation, For. Limited Part.
		Other
		Other

ATTENTION: _____

MAIL TO ADDRESS:

Cynthia K. Hill, Esq
2 E. Fayette St
Baltimore, MD
21202TOTAL
FEES

108

Check

Cash

NOTE:

CERTIFIED
COPY MADE

Documents on _____ checks

APPROVED BY:

SMZ

0000 0323

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
BAY RIDGE SUBWAY LIMITED PARTNERSHIP

BOOK 013 PAGE 312

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MARCH 20, 1991 AT 9:21 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID

RECORDING
FEE PAID

SPECIAL
FEE PAID

\$ 50.00

M3184108

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
CYNTHIA K. HITT, ESQUIRE
2 E. FAYETTE STREET
BALTIMORE MD 21202

180C3041995

A 353379



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER, FOLIO.

33161244

0000 0324

BOOK 013 PAGE 313

**CERTIFICATE OF LIMITED PARTNERSHIP
OF
RIVA SUBWAY LIMITED PARTNERSHIP**

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter this "Certificate") is made this 20th day of March, 1991, by Brian T. Spears, as the General Partner (hereinafter the "Partner").

EXPLANATORY STATEMENT

Brian T. Spears, desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), hereby forms a limited partnership (hereinafter the "Partnership"), for the purposes and on the terms and conditions set forth in the limited partnership agreement by and between the Partners and hereby certify to the Maryland State Department of Assessments and Taxation as follows:

1. The name of the Partnership shall be "Riva Subway Limited Partnership".

2. The address of the principal office of the Partnership is Festival at Riva Shopping Center, 2311-C Forest Drive, Annapolis, Maryland 21401. The name and address of the resident agent of the Partnership are Cynthia K. Hitt, Esquire, Two East Fayette Street, Baltimore, Maryland 21202.

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

3-20-91 at 9:21a.m.

10798421
RECEIVED
APR 20 AM 9 21
STATE DEPT. OF
ASSESSMENTS & TAXATION

0000 0325

BOOK 013 PAGE 314

3. The name and business address of the General Partner are Brian T. Spears, 2661 Riva Road, Suite 110, Annapolis, Maryland 21401.

4. The latest date upon which the Partnership is to be dissolved is twenty (20) years from the date of this Certificate.

IN WITNESS WHEREOF, The Partner acknowledges this Certificate of Limited Partnership to be his act, and further acknowledges, to the best of his knowledge, information and belief, the matters and facts set forth herein are true in all material respects, and that he has executed this Certificate of Limited Partnership as of the day and year above first written.

WITNESS:

Brian T. Spears

~~GENERAL PARTNER:~~

By:

Brian T. Spears
BRIAN T. SPEARS

(SEAL)

7715 1388

0000 0326

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

ROYD W. JONES
Secretary

PAUL B. ANDERSON
Administrator



Department

Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 013 PAGE 315

DOCUMENT CODE 058 BUSINESS CODE _____ COUNTY 52
P.A. _____ Religious _____ Close _____ Stock _____ Nonstock _____

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	Name Change (New Name)
10	<u>50</u>	Expedited Fee	
20		Organ. & Capitalization	
61		Rec. Fee (Arts. of Inc.)	
62		Rec. Fee (Amendment)	
63		Rec. Fee (Merger or Consolidation)	
64		Rec. Fee (Transfer)	
65		Rec. Fee (Dissolution)	
66		Rec. Fee (Revival)	
52		Foreign Qualification	
50		Cert. of Qual. or Reg.	
51	<u>8</u>	Foreign Name Registration	
13		1 Certified Copy <u>2P</u>	
56		Penalty	
54		For. Supplemental Cert.	
53		Foreign Resolution	
73		Certificate of Conveyance	
76		Certificate of Merger/Transfer	
75		Special Fee	
80	<u>50</u>	For. Limited Partnership	
83		Cert. Limited Partnership	
84		Amendment to Limited Partnership	
85		Termination of Limited Partnership	
21		Recordation Tax	
22		State Transfer Tax	
23		Local Transfer Tax	
31		Corp. Good Standing	
NA		Foreign Corp. Registration	
87		Limited Part. Good Standing	
71		Financial	Personal
600		Property Reports and late filing penalties	
70		Change of P.O., R.A. or R.A.A.	
91		Amend/Cancellation, For. Limited Part.	
		Other	
		Other	

Change of Name
Change of Principal Office
Change of Resident Agent
Change of Resident Agent Address
Resignation of Resident Agent
Designation of Resident Agent
and Resident Agent's Address
Other Change

Code _____

ATTENTION: _____

MAIL TO ADDRESS:

Cynthia K. Hitt, ESQ
2 E. Fayette St.
Balto. MD
21202

TOTAL FEES

108

Check

Cash

NOTE:

Documents on _____ checks

APPROVED BY:

smj

CERTIFIED COPY MADE
2316 1400

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

0000 0327

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
RIVA SUBWAY LIMITED PARTNERSHIP

BOOK 013 PAGE 316

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MARCH 20, 1991 AT 9:21 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M3184116

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
CYNTHIA K. HITT, ESQUIRE
2 E. FAYETTE STREET
BALTIMORE MD 21202

180C3041996

A 353380



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3316 1749
3316 1749

0000 0328

013 317

CERTIFICATE OF LIMITED PARTNERSHIP
OF
MARYLAND AVENUE SUBWAY LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter this "Certificate") is made this 20th day of March, 1991, by Brian T. Spears, as the General Partner (hereinafter the "Partner").

EXPLANATORY STATEMENT

Brian T. Spears, desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), hereby forms a limited partnership (hereinafter the "Partnership"), for the purposes and on the terms and conditions set forth in the limited partnership agreement by and between the Partners and hereby certify to the Maryland State Department of Assessments and Taxation as follows:

1. The name of the Partnership shall be "Maryland Avenue Subway Limited Partnership".
2. The address of the principal office of the Partnership is 78 Maryland Avenue, Annapolis, Maryland 21401. The name and address of the resident agent of the Partnership are Cynthia K. Hitt, Esquire, Two East Fayette Street, Baltimore, Maryland 21202.

1991 MAR 20 AM 10:23

[REDACTED]

10798420
STATE DEPT. OF
ASSESSMENTS & TAXATION

12 6 PM 20 MAR 91

RECEIVED

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

3-20-91 at 9:21 a.m.

0000 0329

BOOK 013 318

3. The name and business address of the General Partner are Brian T. Spears, 2661 Riva Road, Suite 110, Annapolis, Maryland 21401.
4. The latest date upon which the Partnership is to be dissolved is twenty (20) years from the date of this Certificate.

IN WITNESS WHEREOF, The Partner acknowledges this Certificate of Limited Partnership to be his act, and further acknowledges, to the best of his knowledge, information and belief, the matters and facts set forth herein are true in all material respects, and that he has executed this Certificate of Limited Partnership as of the day and year above first written.

WITNESS:

Brian T. Spears

GENERAL PARTNER:
By: *[Signature]* (SEAL)
BRIAN T. SPEARS

3316 1754
3316 1483

0000 0330

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE

05

BUSINESS CODE

COUNTY

52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging

(Transferor)

Surviving

(Transferee)

CODE AMOUNT FEE REMITTED

10 50 Expedited Fee
20 Organ. & Capitalization
61 Rec. Fee (Arts. of Inc.)
62 Rec. Fee (Amendment)
63 Rec. Fee (Merger or Consolidation)
64 Rec. Fee (Transfer)
65 Rec. Fee (Dissolution)
66 Rec. Fee (Revival)
52 Foreign Qualification
50 Cert. of Qual. or Reg.
51 Foreign Name Registration
13 8 Certified Copy 2P
56 Penalty
54 For. Supplemental Cert.
53 Foreign Resolution
73 Certificate of Conveyance

Name Change
(New Name)

Change of Name
Change of Principal Office
Change of Resident Agent
Change of Resident Agent Address
Resignation of Resident Agent
Designation of Resident Agent and Resident Agent's Address
Other Change

76 Certificate of Merger/Transfer

Code

75 Special Fee
80 50 For. Limited Partnership
83 Cert. Limited Partnership
84 Amendment to Limited Partnership
85 Termination of Limited Partnership
21 Recordation Tax
22 State Transfer Tax
23 Local Transfer Tax
31 Corp. Good Standing
NA Foreign Corp. Registration
87 Limited Part. Good Standing
71 Financial
600 Personal
Property Reports and late filing penalties
70 Change of P.O., R.A. or R.A.A.
91 Amend/Cancellation, For. Limited Part.
Other
Other

ATTENTION:

MAIL TO ADDRESS:

Cynthia K. Hitt Esq
2 East Fayette St.
Baltimore MD
21202

TOTAL FEES

108

Check

Cash

NOTE:

Documents on checks

APPROVED BY:

pmo

CERTIFIED
COPY MADE

3316 1404
3316 1755

0000 0331

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
MARYLAND AVENUE SUBWAY LIMITED PARTNERSHIP

BOOK 013 PAGE 320

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MARCH 20, 1991 AT 9:21 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M3184124

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
CYNTHIA K. HITT, ESQUIRE
2 E. FAYETTE STREET
BALTIMORE MD 21202

180C3041997

A 353381



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO

0000-0332

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

BOOK 013 PAGE 321

APPROVED FOR PAYMENT

03-06-91 at 10:00A.m.

CERTIFICATE OF CANCELLATION

TO

CERTIFICATE OF LIMITED PARTNERSHIP

PAGE PLAZA ASSOCIATES LIMITED PARTNERSHIP

WHEREAS, PAGE PLAZA ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership (the "Partnership"), filed a Certificate of Limited Partnership at the State Department of Assessments and Taxation of Maryland on January 12, 1990; and

WHEREAS, the General Partner has acquired all of the interests of all of Partners of the Partnership, and, by virtue thereof, pursuant to the Maryland laws, the Partnership is dissolved; and

WHEREAS, the General Partner desires to file this Certificate of Cancellation to reflect the dissolution of the Partnership.

NOW, THEREFORE, the Certificate of Limited Partnership of the Partnership be and it is hereby cancelled.

IN WITNESS WHEREOF, this Certificate of Cancellation has been executed as of this November 30, 1990.

GENERAL PARTNER:

PAGE PLAZA ASSOCIATES, INC.

F. Patrick Hughes (SEAL)
F. Patrick Hughes, President

R9812.239

1991 JUN 10 AM 10:33

3313 1259

10658077

0000-0333

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE

21^{MA}

BUSINESS CODE

COUNTY

52

#M2941771

P.A.

Religious

Close

Stock

Nonstock

Merging
(Transferor)

Surviving
(Transferee)

CODE AMOUNT FEE REMITTED

10 Expedited Fee
20 Organ. & Capitalization
61 Rec. Fee (Arts. of Inc.)
62 Rec. Fee (Amendment)
63 Rec. Fee (Merger or
Consolidation)
64 Rec. Fee (Transfer)
65 Rec. Fee (Dissolution)
66 Rec. Fee (Revival)
52 Foreign Qualification
50 Cert. of Qual. or Reg.
51 Foreign Name Registration
13 Certified Copy
56 Penalty
54 For. Supplemental Cert.
53 Foreign Resolution
73 Certificate of Conveyance

Name Change
(New Name)

Change of Name
Change of Principal Office
Change of Resident Agent
Change of Resident Agent
Address
Resignation of Resident Agent
Designation of Resident Agent
and Resident Agent's Address
Other Change

76 Certificate of Merger/Transfer

75 Special Fee
80 For. Limited Partnership
83 Cert. Limited Partnership
84 Amendment to Limited Partnership
85 50 Termination of Limited Partnership
21 Recordation Tax
22 State Transfer Tax
23 Local Transfer Tax
31 Corp. Good Standing
NA Foreign Corp. Registration
87 Limited Part. Good Standing
71 Financial
600 Personal
Property Reports and
late filing penalties
70 Change of P.O., R.A. or R.A.A.
91 Amend/Cancellation, For. Limited Part.
Other
Other

Code 032

ATTENTION:

Janice Portney

MAIL TO ADDRESS:

TOTAL
FEES

50

Check

Cash

NOTE:

3

Documents on

checks

APPROVED BY:

smh

3313 1260

0000 0334

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF CANCELLATION
OF
PAGE PLAZA ASSOCIATES LIMITED PARTNERSHIP

BOOK 013 PAGE 323

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MARCH 6, 1991 AT 10:00 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID

RECORDING
FEE PAID

SPECIAL
FEE PAID

\$

\$ 50.00

\$

M2941771

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
GORDON, FEINBLATT, ROTHMAN
HOFFBERGER & HOLLANDER
1200 GARRETT BLDG.
233 E. REDWOOD STREET
BALTIMORE MD 21202

171C3040807

A 352223



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

7313 1258

0000 0335

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 21

BUSINESS CODE _____

COUNTY 52

m2487536

P.A. _____

Religious _____

Close _____

Stock _____

Nonstock _____

Merging
(Transferor) _____

Surviving
(Transferee) _____

CODE AMOUNT FEE REMITTED

10	_____	Expedited Fee
20	_____	Organ. & Capitalization
61	_____	Rec. Fee (Arts. of Inc.)
62	_____	Rec. Fee (Amendment)
63	_____	Rec. Fee (Merger or Consolidation)
64	_____	Rec. Fee (Transfer)
65	_____	Rec. Fee (Dissolution)
66	_____	Rec. Fee (Revival)
52	_____	Foreign Qualification
50	_____	Cert. of Qual. or Reg.
51	_____	Foreign Name Registration
13	_____	Certified Copy _____
56	_____	Penalty
54	_____	For. Supplemental Cert.
53	_____	Foreign Resolution
73	_____	Certificate of Conveyance
76	_____	Certificate of Merger/Transfer
75	_____	Special Fee
80	_____	For. Limited Partnership
83	_____	Cert. Limited Partnership
84	_____	Amendment to Limited Partnership
85	<u>50</u>	Termination of Limited Partnership
21	_____	Recordation Tax
22	_____	State Transfer Tax
23	_____	Local Transfer Tax
31	_____	Corp. Good Standing
NA	_____	Foreign Corp. Registration
87	_____	Limited Part. Good Standing
71	_____	Financial
600	_____	_____ Personal
	_____	Property Reports and late filing penalties
70	_____	Change of P.O., R.A. or R.A.A.
91	_____	Amend/Cancellation, For. Limited Part.
	_____	Other _____
	_____	Other _____

Name Change
(New Name) _____

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent and Resident Agent's Address
_____ Other Change _____

Code 032

ATTENTION: _____

Janice Partney

MAIL TO ADDRESS: _____

TOTAL FEES 50

☒ Check

☐ Cash

NOTE: _____

3 Documents on 1 checks

APPROVED BY: smf

7317 1267

0000 0336

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR PAYMENT

BOOK 013 PAGE 324 03-06-91 at 10:00 A.M.

CERTIFICATE OF CANCELLATION

TO

CERTIFICATE OF LIMITED PARTNERSHIPRAY & MCCLINTOCK ASSOCIATES LIMITED PARTNERSHIP

WHEREAS, RAY & MCCLINTOCK ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership (the "Partnership"), filed a Certificate of Articles of Limited Partnership at the State Department of Assessments and Taxation of Maryland on January 22, 1988; and

WHEREAS, the General Partner has acquired all of the interest of all of the Partners of the Partnership, and, by virtue thereof, pursuant to the Maryland law, the Partnership is dissolved; and

WHEREAS, the General Partner desires to file this Certificate of Cancellation to reflect the dissolution of the Partnership.

NOW, THEREFORE, the Certificate of Limited Partnership of the Partnership be and it is hereby cancelled.

IN WITNESS WHEREOF, this Certificate of Cancellation has been executed as of this November 30, 1990.

GENERAL PARTNER:

DTR RAY ROAD, INC.

 (SEAL)
F. Patrick Hughes, President

R9813.239

3313 1262

0000 0337

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF CANCELLATION
OF
RAY & MCCLINTOCK ASSOCIATES LIMITED PARTNERSHIP

BOOK 013 PAGE 326

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MARCH 6, 1991 AT 10:00 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M2487536

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
GORDON, FEINBLATT, ROTHMAN
HOFFBERGER & HOLLANDER
1200 GARRETT BLDG.
233 E. REDWOOD STREET
BALTIMORE MD 21202

171C3040808

A 352224



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3313 1261

0000 0338

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

013 327

APPROVED FOR PAYMENT

03-06-91

10:00 A.M.

CERTIFICATE OF CANCELLATION

OF

CERTIFICATE OF LIMITED PARTNERSHIP

PARK SEDONA LIMITED PARTNERSHIP

WHEREAS, PARK SEDONA LIMITED PARTNERSHIP, a Maryland limited partnership (the "Partnership"), filed a Certificate of Limited Partnership at the State Department of Assessments and Taxation of Maryland on August 18, 1988; and

WHEREAS, the General Partner has acquired all of the interests of all of the Partners of the Partnership, and, by virtue thereof, pursuant to the Maryland law, the Partnership is dissolved; and

WHEREAS, the General Partner desires to file this Certificate of Cancellation to reflect the dissolution of the Partnership.

NOW, THEREFORE, the Certificate of Limited Partnership of the Partnership be and it is hereby cancelled.

IN WITNESS WHEREOF, this Certificate of Cancellation has been executed as of this November 30, 1990.

GENERAL PARTNER:

PARK SEDONA, INC.

F. Patrick Hughes (SEAL)
F. Patrick Hughes, President

R9811.239 C:2

2213 1260

0000 0339

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 013 PAGE 328

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 21 BUSINESS CODE _____ COUNTY 52
M2620284 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	Certified Copy _____	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code <u>032</u>
80	_____	For. Limited Partnership	ATTENTION: _____
83	_____	Cert. Limited Partnership	<u>Janice Portney</u>
84	_____	Amendment to Limited Partnership	
85	<u>50</u>	Termination of Limited Partnership	MAIL TO ADDRESS: _____
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	
87	_____	Limited Part. Good Standing	
71	_____	Financial	
600	_____	_____ Personal	
	_____	Property Reports and late filing penalties	
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other	
	_____	Other	

TOTAL FEES 50

3 Documents on 1 checks ☒ Check _____ Cash _____

NOTE:

APPROVED BY: pmj

3313 1256

0000 0340

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF CANCELLATION
OF
PARK SEDONA LIMITED PARTNERSHIP

BOOK 013 PAGE 329

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MARCH 6, 1991 AT 10:00 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID

RECORDING
FEE PAID

SPECIAL
FEE PAID

50.00

M2620284

ANNE ARUNDEL COUNTY

TO THE CLERK OF THE COURT OF

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
GORDON, FEINBLATT, ROTHMAN
HOFFBERGER & HOLLANDER
1200 GARRETT BLDG.
233 E. REDWOOD STREET
BALTIMORE MD 21202

171C3040809

A 352225



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

2313 1264

0000 0341

0442.07/STAPLES.CER
CKH/rpj

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

3-11-91 at 1:11 p.m.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
STAPLES CORNER SUBWAY LIMITED PARTNERSHIP

RECEIVED
91 MAR 11 PM 1 11
STATE DEPT
OF ASSESSMENTS &
TAXATION

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter this
"Certificate") is made this 3RD day of March, 1991 by
MICHELE HAWES, as the General Partner (hereinafter the "Partner").

EXPLANATORY STATEMENT

Michele Hawes, desiring to organize a limited partnership
under and pursuant to the provisions of the Maryland Revised
Uniform Limited Partnership Act (hereinafter referred to as the
"Act"), hereby form a limited partnership (hereinafter the
"Partnership"), for the purposes and on the terms and conditions
set forth in the limited partnership agreement by and between the
Partners and hereby certify to the Maryland State Department of
Assessments and Taxation as follows:

1. The name of the Partnership shall be "Staples Corner
Subway Limited Partnership".
2. The address of the principal office of the Partnership is
Staples Corner Retail Center, 1334 Defense Highway, Unit E,
Gambrills, Maryland 21054. The name and address of the resident
agent of the Partnership are Cynthia K. Hitt, Esquire, Two East
Fayette Street, Baltimore, Maryland 21202.
3. The name and business address of the General Partner are
Michele Hawes, 103 Crains Crook Lane, Annapolis, Maryland 21401.

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

0000 0342

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

013 321

4. The latest date upon which the Partnership is to be dissolved is twenty (20) years from the date of this Certificate.

IN WITNESS WHEREOF, the Partner acknowledges this Certificate of Limited Partnership to be her act, and further acknowledges, to the best of her knowledge, information and belief, the matters and facts set forth herein are true in all material respects, and that she has executed this Certificate of Limited Partnership as of the day and year first above written.

WITNESS:

GENERAL PARTNER:

Michele Hawes (SEAL)
MICHELE HAWES

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
GovernorLLOYD W. JONES
DirectorPAUL B. ANDERSON
AdministratorDepartment of Assessments and Taxation
CHARTER DIVISIONRoom 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 013 PAGE 332

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE

05

BUSINESS CODE

COUNTY

52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging
(Transferor) _____Surviving
(Transferee) _____

CODE AMOUNT FEE REMITTED

10	30	Expedited Fee
20		Organ. & Capitalization
61		Rec. Fee (Arts. of Inc.)
62		Rec. Fee (Amendment)
63		Rec. Fee (Merger or Consolidation)
64		Rec. Fee (Transfer)
65		Rec. Fee (Dissolution)
66		Rec. Fee (Revival)
52		Foreign Qualification
50		Cert. of Qual. or Reg.
51		Foreign Name Registration
13		Certified Copy
56		Penalty
54		For. Supplemental Cert.
53		Foreign Resolution
73		Certificate of Conveyance

Name Change
(New Name) _____

_____	Change of Name
_____	Change of Principal Office
_____	Change of Resident Agent
_____	Change of Resident Agent Address
_____	Resignation of Resident Agent
_____	Designation of Resident Agent and Resident Agent's Address
_____	Other Change

76 _____ Certificate of Merger/Transfer

Code _____

75	Special Fee
80	For. Limited Partnership
83	Cert. Limited Partnership
84	Amendment to Limited Partnership
85	Termination of Limited Partnership
21	Recordation Tax
22	State Transfer Tax
23	Local Transfer Tax
31	Corp. Good Standing
NA	Foreign Corp. Registration
87	Limited Part. Good Standing
71	Financial
600	_____ Personal

ATTENTION: _____

MAIL TO ADDRESS:

Cynthia K. Hitt, ESQ
2 East Fayette Street
Balt. MD
21202TOTAL
FEES

80

Check

Cash

NOTE:

Documents on _____ checks

APPROVED BY:

Jm

2314 1214

0000 0344

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
STAPLES CORNER SUBWAY LIMITED PARTNERSHIP

BOOK 013 PAGE 333

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MARCH 11, 1991 AT 1:11 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ 50.00

M3178332

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
CLYNTHIA K. HITT, ESQ.
2 EAST FAYETTE ST.
BALTIMORE MD 21202

174C3041147

A 352427



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3314 1211

0000 0345

0442.10/GLENBURN.CER
CKH/rpj

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

3-11-91 at 1:11 P.M.

013 - 234

CERTIFICATE OF LIMITED PARTNERSHIP
OF
GLEN BURNIE MALL SUBWAY LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter this
"Certificate") is made this 3rd day of March 1991 by
NICOLE BOCAM, as the General Partner (hereinafter the "Partner").

EXPLANATORY STATEMENT

Nicole Bocam, desiring to organize a limited partnership under
and pursuant to the provisions of the Maryland Revised Uniform
Limited Partnership Act (hereinafter referred to as the "Act"),
hereby form a limited partnership (hereinafter the "Partnership"),
for the purposes and on the terms and conditions set forth in the
limited partnership agreement by and between the Partners and
hereby certify to the Maryland State Department of Assessments and
Taxation as follows:

1. The name of the Partnership shall be "Glen Burnie Mall
Subway Limited Partnership".

2. The address of the principal office of the Partnership is
Glen Burnie Mall Shopping Center, 6801 Ritchie Highway, Suite 211,
Glen Burnie, Maryland 21061. The name and address of the resident
agent of the Partnership are Cynthia K. Hitt, Esquire, Two East
Fayette Street, Baltimore, Maryland 21202.

3. The name and business address of the General Partner are
Nicole Bocam, 108 Bennet Road, Baltimore, Maryland 21221.

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

0000-0346

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201
ROOM 013 FACE 336

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>30</u>	Expedited Fee	Name Change (New Name) _____
20		Organ. & Capitalization	
61		Rec. Fee (Arts. of Inc.)	
62		Rec. Fee (Amendment)	
63		Rec. Fee (Merger or Consolidation)	
64		Rec. Fee (Transfer)	_____ Change of Name
65		Rec. Fee (Dissolution)	_____ Change of Principal Office
66		Rec. Fee (Revival)	_____ Change of Resident Agent
52		Foreign Qualification	_____ Change of Resident Agent Address
50		Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51		Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13		_____ Certified Copy	_____ Other Change _____
56		Penalty	
54		For. Supplemental Cert.	
53		Foreign Resolution	
73		Certificate of Conveyance	
76		Certificate of Merger/Transfer	
75		Special Fee	Code _____
80		For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: _____
84		Amendment to Limited Partnership	
85		Termination of Limited Partnership	
21		Recordation Tax	
22		State Transfer Tax	
23		Local Transfer Tax	
31		_____ Corp. Good Standing	
NA		Foreign Corp. Registration	MAIL TO ADDRESS: _____
87		_____ Limited Part. Good Standing	<u>Cynthia K. Hitt, Esq</u>
71		Financial	<u>2 East Jayette Street</u>
600		_____ Personal	<u>Balto. MD</u>
		Property Reports and _____	<u>21202</u>
		late filing penalties	
70		Change of P.O., R.A. or R.A.A.	
91		Amend/Cancellation, For. Limited Part.	
		Other	
		Other	

TOTAL FEES 80 ☒ Check _____ Cash

Documents on _____ checks

APPROVED BY: smh

7714 1218

0000 0347

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

0442.10/GLENBURN.CER
CKH/rpj

3-11-91 at 1:11 P.M.

BOOK 013-334

CERTIFICATE OF LIMITED PARTNERSHIP
OF

GLEN BURNIE MALL SUBWAY LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter this
"Certificate") is made this 3rd day of MARCH 1991 by
NICOLE BOCAM, as the General Partner (hereinafter the "Partner").

EXPLANATORY STATEMENT

Nicole Bocam, desiring to organize a limited partnership under
and pursuant to the provisions of the Maryland Revised Uniform
Limited Partnership Act (hereinafter referred to as the "Act"),
hereby form a limited partnership (hereinafter the "Partnership"),
for the purposes and on the terms and conditions set forth in the
limited partnership agreement by and between the Partners and
hereby certify to the Maryland State Department of Assessments and
Taxation as follows:

1. The name of the Partnership shall be "Glen Burnie Mall
Subway Limited Partnership".
2. The address of the principal office of the Partnership is
Glen Burnie Mall Shopping Center, ⁶⁷¹¹ 6801 Ritchie Highway, Suite 211,
Glen Burnie, Maryland 21061. The name and address of the resident
agent of the Partnership are Cynthia K. Hitt, Esquire, Two East
Fayette Street, Baltimore, Maryland 21202.
3. The name and business address of the General Partner are
Nicole Bocam, 108 Bennet Road, Baltimore, Maryland 21221.

10708742 1216

0000 0348

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

0000 0349

BOOK 013 PAGE 335

4. The latest date upon which the Partnership is to be dissolved is twenty (20) years from the date of this Certificate.

IN WITNESS WHEREOF, the Partner acknowledges this Certificate of Limited Partnership to be her act, and further acknowledges, to the best of her knowledge, information and belief, the matters and facts set forth herein are true in all material respects, and that she has executed this Certificate of Limited Partnership as of the day and year first above written.

WITNESS:

GENERAL PARTNER:

NICOLE BOCAM (SEAL)

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
GovernorLLOYD W. JONES
DirectorPAUL B. ANDERSON
AdministratorDepartment of Assessments and Taxation
CHARTER DIVISIONRoom 809
301 West Preston Street
Baltimore, Maryland 21201
BOOK 013 PAGE 336

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE

05

BUSINESS CODE

COUNTY

52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging
(Transferor) _____Surviving
(Transferee) _____

CODE AMOUNT FEE REMITTED

10	30	Expedited Fee
20		Organ. & Capitalization
61		Rec. Fee (Arts. of Inc.)
62		Rec. Fee (Amendment)
63		Rec. Fee (Merger or Consolidation)
64		Rec. Fee (Transfer)
65		Rec. Fee (Dissolution)
66		Rec. Fee (Revival)
52		Foreign Qualification
50		Cert. of Qual. or Reg.
51		Foreign Name Registration
13		Certified Copy
56		Penalty
54		For. Supplemental Cert.
53		Foreign Resolution
73		Certificate of Conveyance

Name Change
(New Name) _____

_____	Change of Name
_____	Change of Principal Office
_____	Change of Resident Agent
_____	Change of Resident Agent Address
_____	Resignation of Resident Agent
_____	Designation of Resident Agent and Resident Agent's Address
_____	Other Change

76 _____ Certificate of Merger/Transfer

75	Special Fee
80	For. Limited Partnership
83	Cert. Limited Partnership
84	Amendment to Limited Partnership
85	Termination of Limited Partnership
21	Recordation Tax
22	State Transfer Tax
23	Local Transfer Tax
31	Corp. Good Standing
NA	Foreign Corp. Registration
87	Limited Part. Good Standing
71	Financial
600	_____ Personal
	Property Reports and late filing penalties
70	Change of P.O., R.A. or R.A.A.
91	Amend/Cancellation, For. Limited Part.
	Other
	Other

Code _____

ATTENTION: _____

MAIL TO ADDRESS: _____

Cynthia K. Hitt, Esq
2 East Jayette Street
Balto. MD
21202TOTAL
FEES

80

Check

Cash

NOTE: _____

Documents on _____ checks

APPROVED BY: *smh*

7314 1218

0000 0351

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
GLEN BURNIE MALL SUBWAY LIMITED PARTNERSHIP

BOOK 013 PAGE 337

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MARCH 11, 1991 AT 1:11 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M3178340

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
CYNTHIA K. HITT, ESQ.
TWO EAST FAYETTE ST.
BALTIMORE

MD 21202

174C3041148

A 352428



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3314 1215

0000 0352

BOOK 013 PAGE 338

CERTIFICATE OF AMENDMENT OF
MCLELLAND PROPERTIES LIMITED PARTNERSHIP

THIS PARTNERSHIP WAS CREATED BY THE FILING OF A CERTIFICATE
with the Clerk of the Circuit Court for Anne Arundel County
on January 17, 1978.

This partnership hereby amends and restates its Certificate
and elects to be governed by the Maryland Revised Limited
Partnership Act.

1. The name of the Partnership is McClelland Properties Limited Partnership.
2. The Resident Agent is Richard W. McClelland, and his address
and the address of the Partnership is:
390 Magothy Road
Severna Park, Md. 21146
3. There are two general partners: Richard W. McClelland
and Jocelyn R. McClelland and their address is:
390 Magothy Road
Severna Park, Md. 21146
4. The latest date upon which this Limited Partnership is
to dissolve is December 17, 2076.
5. The business of the Partnership is to own, develop,
construct on, mortgage, sell or lease real estate.

Richard W. McClelland
Richard W. McClelland
General Partner

Jocelyn R. McClelland
Jocelyn R. McClelland
General Partner

10386445

3312 2076

0000 0353

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 013 PAGE 339

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE

05

BUSINESS CODE

COUNTY

52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Not stock

Merging
(Transferor)

Surviving
(Transferee)

CODE AMOUNT FEE REMITTED

10 39 Expedited Fee
20 _____ Organ. & Capitalization
61 _____ Rec. Fee (Arts. of Inc.)
62 _____ Rec. Fee (Amendment)
63 _____ Rec. Fee (Merger or
Consolidation)
64 _____ Rec. Fee (Transfer)
65 _____ Rec. Fee (Dissolution)
66 _____ Rec. Fee (Revival)
52 _____ Foreign Qualification
50 _____ Cert. of Qual. or Reg.
51 _____ Foreign Name Registration
13 _____ Certified Copy
56 200 Penalty
54 _____ For. Supplemental Cert.
53 _____ Foreign Resolution
73 _____ Certificate of Conveyance

Name Change
(New Name)

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent
Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent
and Resident Agent's Address
_____ Other Change

76 _____ Certificate of Merger/Transfer

Code

75 _____ Special Fee
80 _____ For. Limited Partnership
83 _____ Cert. Limited Partnership
84 30 Amendment to Limited Partnership
85 _____ Termination of Limited Partnership
21 _____ Recordation Tax
22 _____ State Transfer Tax
23 _____ Local Transfer Tax
31 _____ Corp. Good Standing
NA _____ Foreign Corp. Registration
87 6 1 Limited Part. Good Standing
71 _____ Financial

MAIL TO ADDRESS:

R. W. McClelland
309 Magothy Rd.
Severna Park, Md. 21146

600 _____ Property Reports and
late filing penalties
70 _____ Change of P.O., R.A. or R.A.A.
91 _____ Amend/Cancellation, For. Limited Part.
Other
Other

TOTAL
FEES 295

Check

Cash

NOTE:

Documents on _____ checks

APPROVED BY:

[Signature]

Old Partnership
Coming in on the new
Act

3312 2077

0000 0354

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF LIMITED PARTNERSHIP BOOK 013 PAGE 340
OF
MCCLELLAND PROPERTIES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND FEBRUARY 28, 1991 AT 2:30 O'CLOCK P.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED. (PRIOR TO 7-1-82)

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M3172517

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
R. W. MCCLELLAND
390 MAGOTHY RD.
SEVERAN PARK

MD 21146

168C3040254

A 351711



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3312 2075

0000 0355

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

340.03/12/91
80U30(2649X)

BOOK -- 12 PAGE 0341 STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION
SEVERN GARDENS LIMITED PARTNERSHIP
APPROVED FOR RECORD
4-3-91 at 3:08 p.m.
CERTIFICATE OF LIMITED PARTNERSHIP

THIS IS TO CERTIFY that the undersigned does hereby form
a Limited Partnership (the "Partnership") pursuant to the Maryland
Revised Uniform Limited Partnership Act ("RULPA") this 12 day of
March, 1991, as follows:

1. Name. The name of the Partnership is Severn Gardens
Limited Partnership.

2. Principal Office and Resident Agent. The address of
the principal office of the Partnership in the State of Maryland
is 170 Jennifer Road, Suite 105, Annapolis, Maryland 21401. The
name and address of the resident agent of the Partnership in the
State of Maryland is Severn Gardens Management Co., Inc., 170
Jennifer Road, Suite 105, Annapolis, Maryland 21401.

3. Name and Address of General Partner. The name and
address of the general partner is Severn Gardens Management Co.,
Inc., 170 Jennifer Road, Suite 105, Annapolis, Maryland 21401.

4. Dissolution of Partnership. The latest date upon
which the Partnership is to dissolve is December 31, 2010.

IN WITNESS WHEREOF, the undersigned has executed this
Certificate the day and year first above written.

GENERAL PARTNER:

SEVERN GARDENS MANAGEMENT CO., INC.

WITNESS

Harry J. Shogiro

By: Robert P. DeStefano, President

RECEIVED
'91 APR 3 PM 3 08
STATE DEPT. OF
ASSESSMENTS & TAXATION

10948067

0000 0356

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 13 PAGE 0349

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 02

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE AMOUNT FEE REMITTED

10 _____ Expedited Fee
20 _____ Organ. & Capitalization
61 _____ Rec. Fee (Arts. of Inc.)
62 _____ Rec. Fee (Amendment)
63 _____ Rec. Fee (Merger or Consolidation)
64 _____ Rec. Fee (Transfer)
65 _____ Rec. Fee (Dissolution)
66 _____ Rec. Fee (Revival)
52 _____ Foreign Qualification
50 _____ Cert. of Qual. or Reg.
51 _____ Foreign Name Registration
13 ✓ _____ ✓ Certified Copy ✓
56 _____ Penalty
54 _____ For. Supplemental Cert.
53 _____ Foreign Resolution
73 _____ Certificate of Conveyance

Name Change
(New Name) _____

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent
_____ and Resident Agent's Address
_____ Other Change _____

76 _____ Certificate of Merger/Transfer

Code 065

75 _____ Special Fee
80 _____ For. Limited Partnership
83 02 _____ Cert. Limited Partnership
84 _____ Amendment to Limited Partnership
85 _____ Termination of Limited Partnership
21 _____ Recordation Tax
22 _____ State Transfer Tax
23 _____ Local Transfer Tax
31 _____ Corp. Good Standing
NA _____ Foreign Corp. Registration
87 _____ Limited Part. Good Standing
71 _____ Financial
600 _____ Personal
_____ Property Reports and late filing penalties
70 _____ Change of P.O., R.A. or R.A.A.
91 _____ Amend/Cancellation, For. Limited Part.
_____ Other
_____ Other

ATTENTION: Robert Spar

MAIL TO ADDRESS: _____

TOTAL FEES 57

_____ Check _____ Cash

NOTE:

_____ Documents on _____ checks

APPROVED BY: WLT

0000 0357

3722 1012

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
SEVERN GARDENS LIMITED PARTNERSHIP

BOOK -- 13 PAGE 0343

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND APRIL 3, 1991 AT 3: 08 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3195229

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
WEINBERG & GREEN
ATTN: ROBERT SPAR
100 SOUTH CHARLES STREET
BALTIMORE MD 21201



194C3040011

A 355073

RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER, FOLIO.

3322 1010

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

BOOK -- 13 PAGE 0341 4-4-91 9:04 A .m.

AMENDMENT TO THE CERTIFICATE
OF LIMITED PARTNERSHIP
OF COMPROMISE COMPANY LIMITED PARTNERSHIP

THIS AMENDMENT to the Certificate of Limited Partnership of
Compromise Company Limited Partnership is made and effective this
18th day of December, 1990.

WHEREAS the original Certificate of Limited Partnership was
executed by all general and limited partners on January 15, 1986; and

WHEREAS the original Certificate provides that a limited partner
may transfer all or any portion of his or her limited partnership interests,
so long as the transfer does not cause the partnership to be terminated
and so long as a majority of the general partners consent to the transfer
and so long as, in the opinion of counsel for the limited partnership, the
proposed transfer of such partnership interests may be effected without
registration thereof under the Securities and Exchange Act of 1933; and

WHEREAS Coleman duPont desires to transfer unto each of T.
Coleman duPont, Blaine duPont, Nicole duPont, and Victor C. duPont, from
his 40% limited partnership interest in Compromise Company Limited
Partnership, a 2.19178% limited partnership interest; and

WHEREAS the general and limited partners of the partnership desire
to allow Coleman duPont to transfer unto each of T. Coleman duPont,
Blaine duPont, Nicole duPont, and Victor C. duPont, from his 40% limited
partnership interest in Compromise Company Limited Partnership, a
2.19178% limited partnership interest as hereinabove set forth; and

WHEREAS, in the opinion of William M. Simmons, counsel for the
limited partnership, the proposed transfer of such partnership interests
may be effected without registration thereof under the Securities and
Exchange Act of 1933; and

WHEREAS the general and limited partners of the partnership do not
desire that the Partnership be terminated by the transfer by Coleman
duPont unto each of T. Coleman duPont, Blaine duPont, Nicole duPont, and

1094801C

3324 1358

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CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

BOOK -- 13 PAGE 0345

Victor C. duPont, from his 40% limited partnership interest in Compromise Company Limited Partnership, a limited partnership interest. as hereinabove set forth, the original Certificate of Limited Partnership of the Compromise Company Limited Partnership is amended as follows:

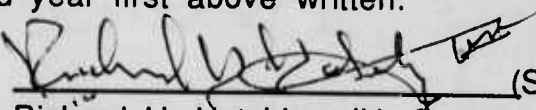
1. The signature page of the original Certificate is amended in appropriate part to reflect the transfer unto each of T. Coleman duPont, Blaine duPont, Nicole duPont, and Victor C. duPont, from the 40% limited partnership interest in Compromise Company Limited Partnership of Coleman duPont, a 2.19178% limited partnership interest, reserving to Coleman duPont a 31.23288% limited partnership interest.

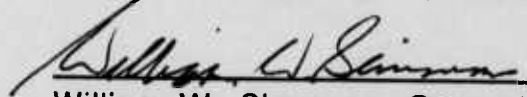
All other of the terms, provisions and conditions of the original Certificate that are not amended hereby or that are not inconsistent with this Amendment shall otherwise remain in full force and effect and unaltered hereby.

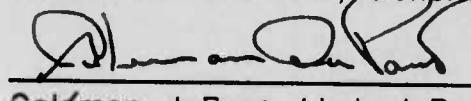
IN WITNESS WHEREOF, Richard H. Hutchins, IV, and William W. Simmons as general partners and Coleman duPont as limited partner make this Amendment to the Certificate of Limited Partnership of Compromise Company Limited Partnership; and further

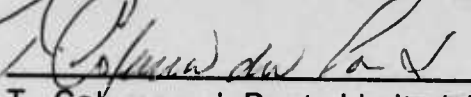
BOOK -- 13 PAGE 0316

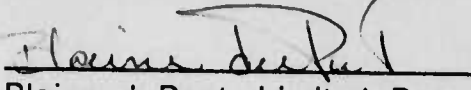
IN WITNESS WHEREOF, the said T. Coleman duPont, Blaine duPont,
Nicole duPont, and Victor C. duPont join herein for the purposes as herein
above set forth, as of the day and year first above written.

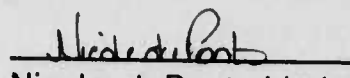
 (SEAL)
Richard H. Hutchins, IV, General Partner

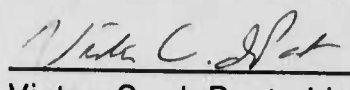
 (SEAL)
William W. Simmons, General Partner

 (SEAL)
Coleman duPont, Limited Partner

 (SEAL)
T. Coleman duPont, Limited Partner

 (SEAL)
Blaine duPont, Limited Partner

 (SEAL)
Nicole duPont, Limited Partner

 (SEAL)
Victor C. duPont, Limited Partner

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 13 PAGE 0347

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 20 BUSINESS CODE _____ COUNTY 52
M2070092 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging
(Transferor) _____

Surviving
(Transferee) _____

CODE	AMOUNT	FEE REMITTED
10	_____	Expedited Fee
20	_____	Organ. & Capitalization
61	_____	Rec. Fee (Arts. of Inc.)
62	_____	Rec. Fee (Amendment)
63	_____	Rec. Fee (Merger or Consolidation)
64	_____	Rec. Fee (Transfer)
65	_____	Rec. Fee (Dissolution)
66	_____	Rec. Fee (Revival)
52	_____	Foreign Qualification
50	_____	Cert. of Qual. or Reg.
51	_____	Foreign Name Registration
13	_____	Certified Copy _____
56	_____	Penalty
54	_____	For. Supplemental Cert.
53	_____	Foreign Resolution
73	_____	Certificate of Conveyance

Name Change
(New Name) _____

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent
_____ Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent
_____ and Resident Agent's Address
_____ Other Change

76 _____ Certificate of Merger/Transfer

Code _____

75	_____	Special Fee
80	_____	For. Limited Partnership
83	_____	Cert. Limited Partnership
84	<u>30</u>	Amendment to Limited Partnership
85	_____	Termination of Limited Partnership
21	_____	Recordation Tax
22	_____	State Transfer Tax
23	_____	Local Transfer Tax
31	_____	Corp. Good Standing
NA	_____	Foreign Corp. Registration
87	_____	Limited Part. Good Standing
71	_____	Financial _____ Personal
600	_____	Property Reports and late filing penalties
70	_____	Change of P.O., R.A. or R.A.A.
91	_____	Amend/Cancellation, For. Limited Part.
_____	_____	Other
_____	_____	Other

ATTENTION: _____

William M. Simmons
Esp.

MAIL TO ADDRESS: _____

P.O. Box 2266

Annapolis, Md.
21404

TOTAL
FEES 50

☒ Check

Cash

NOTE:

1 Documents on 2 checks

APPROVED BY: Lons

3324 1361

0000 0362

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF AMENDMENT
OF
COMPROMISE COMPANY LIMITED PARTNERSHIP

BOOK -- 13 PAGE 0348

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND APRIL 4, 1991 AT 9:04 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M2070092

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
WILLIAM M. SIMMONS, ESQ.
P. O. BOX 2266
ANNAPOLIS MD 21404

199C3040884

A 355877



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER, FOLIO.

3324 1357

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

4-5-91 at 8:13 a.m.

QUARTERFIELD-100 LIMITED PARTNERSHIP

BOOK -- 13 PAGE 0349

The Securities represented by this Agreement have not been registered under the Securities Act of 1933 (the "Act") or applicable state securities laws (the "State Acts") and shall not be sold, pledged, hypothecated, donated or otherwise transferred (whether or not for consideration) by the holder except upon the issuance to the Partnership of a favorable opinion of its counsel and/or submission to the Partnership of such other evidence as may be satisfactory to counsel to the Partnership, to the effect that any such transfer shall not be in violation of the Act and the State Acts.

AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT
AND CERTIFICATE OF LIMITED PARTNERSHIP

THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP is made this 28th day of February, 1991, by and between G. W. KOCH ASSOCIATES, INC., a Maryland corporation, as general partner, and those partners signatory hereto, as limited partners.

Explanatory Statement

A. The Quarterfield-100 Limited Partnership (the "Partnership") was formed under the laws of Maryland, on February 16, 1990 (the date of filing of the Partnership's initial Certificate of Limited Partnership with the Maryland State Department of Assessments and Taxation), for the purpose of acquiring a tract of land located in Anne Arundel County, Maryland, with the intent of constructing thereon a commercial office building, to be held as an investment for income producing purposes.

B. Thomas Baldwin has requested that he be admitted to the Partnership as a limited partner, in consideration of his covenant and agreement (a) to make contributions to the capital of the Partnership as may be required, and (b) to personally guarantee, and to obtain the guaranty of his spouse of, the Partnership's debts.

C. The general partner, with the unanimous consent of the current limited partners, has agreed to such admission.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, each to the other, and of other good and valuable

BOOK -- 13 PAGE 0350

consideration, receipt of which is hereby acknowledged, it is mutually agreed by and between the parties hereto as follows:

1. **Name.** The name of this limited partnership shall be "Quarterfield-100 Limited Partnership."

2. **Definitions.** Throughout this Agreement, any word or words that are defined in the Maryland Revised Uniform Limited Partnership Act ("MRULPA"), as amended from time to time, shall have the same meaning as provided in the MRULPA, and the word or words listed below within quotation marks shall be deemed to include the words which follow them:

2.1. "Agreement" - This Limited Partnership Agreement.

2.2. "Partnership" - This Limited Partnership.

3. **Principal Office of Partnership.** The address of the principal office of the Partnership in this State shall be located at: 900 Ritchie Highway, Suite 201, Severna Park, Maryland 21146. The Partnership may have such other or additional offices as the general partners, in their sole discretion, shall deem necessary or advisable. The name and address of the resident agent of the Partnership in this State are: Gary W. Koch, 900 Ritchie Highway, Suite 201, Severna Park, Maryland 21146.

4. **Purposes.** The purposes for which the Partnership is formed are as follows:

4.1. The Partnership has acquired, in fee simple, a certain tract of real property, comprising 3.3165 acres +/-, located in Anne Arundel County, Maryland (the "Land"). The Land is more fully described in a Deed to the Partnership from Ida E. Parker, dated February 23, 1990 and recorded among the Land Records of Anne Arundel County in Liber HES 5037, folio 260, and is subject to the operation and effect of a Deed of Trust from the Partnership to James W. Dodson and Margaret D. Kirmil, dated February 23, 1990 and recorded among the Land Records of Anne Arundel County in Liber HES 5037, folio 263, in the face amount of \$594,000.00. The Partnership intends to construct on the Land a commercial office building (the "Building") for rental to one or more third parties. The Land together with the improvements to be constructed thereon (including the Building) and appurtenances thereto shall be hereinafter referred to as the "Property". It is expressly acknowledged that while the Partnership's current plans are to construct the Building, such plans are subject to change, at any time, in light of general economic conditions. Specifically, the Property may be sold at any time (including prior to construction of the improvements) if partners holding a sufficient percentage of the partnership interest concur.

4.2. The Partnership may sell all or any part of the Property. 3722 1490

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BOOK -- 13 PAGE 0351

4.3. The Partnership may also do and engage in any and all other things and activities incident to the acquisition, holding, management, operation, leasing, development and sale of the Property.

4.4. The Partnership may engage in any other business or make any other transaction which the general partners, in their sole discretion, shall deem to be reasonably related to the furtherance of the foregoing purposes of the Partnership as a whole.

5. **Filing of Certificate.** The general partner has previously (a) prepared an initial Certificate of Limited Partnership (the "Certificate") to be filed with the State Department of Assessments and Taxation of Maryland (the "Department"), and such other place or places as may be required by law; (b) filed the Certificate with the Department on February 16, 1990; and (c) done all other things requisite for the due formation and continued existence of the Partnership as a limited partnership pursuant to the laws of the State of Maryland.

6. **Term.** The Partnership shall be deemed to have been formed at the time of the filing of the initial Certificate of Limited Partnership with the Department. Unless sooner terminated pursuant to the further provisions of this Agreement, the Partnership shall continue until the close of the business on December 31, 2020.

7. **Partners; Partnership Interest; Contributions.**

7.1. The name and the home or business address of each partner and the type and class, if any, of partnership interest, initial contribution, required additional contributions and percentage of partnership interest of each of the partners are as set forth on the signature page hereof.

7.2. The initial contribution of each partner set forth on the signature page hereof shall be contributed and paid in cash to the Partnership upon execution of this Agreement by each respective partner. Any required additional contributions shall be paid in cash or by way of immediately available funds within thirty (30) days after notification to the partners by the general partner that such sums are due.

7.3. An individual capital account shall be maintained for each partner. The capital account of each partner shall consist of his original contribution (to the extent that such contribution has been paid in cash), increased by (a) additional contributions made by him, and (b) his share of Partnership net profits, and decreased by (i) distributions of such net profits and capital to him, and (ii) his share of Partnership losses.

7.4. Except as set forth in this Agreement no partner shall be entitled to receive any distributions from the Partnership. A limited partner shall have the right to withdraw 1451

BOOK -- 13 PAGE 0352

from the Partnership on not less than six (6) months prior written notice to each general partner at his address on the books of the Partnership. On withdrawal, a withdrawing partner shall be entitled to receive from the Partnership any distribution to which he would otherwise be entitled under this Agreement, prorated to the date of withdrawal, but only if, as and when such distribution shall be made by the Partnership to the non-withdrawing partners; a withdrawing partner shall not be entitled to receive from the Partnership the fair value of his partnership interest in the Partnership as of the date of withdrawal. Prior to the dissolution and winding-up of the Partnership, no partner shall be entitled to receive distributions which constitute a return of any part of the partner's contribution to the Partnership or in respect of his partnership interest. Except to the extent otherwise required by the MRULPA, no partner shall be required to reimburse the Partnership or any partners for distributions made to him in excess of the amount of his contribution or for any negative balance in his capital account. No limited partner shall have any right to demand and receive property (other than cash) of the Partnership in return of his contributions.

7.5. Limited partners shall be required to make additional contributions to the capital of the Partnership, in proportion to their respective share of percentage interest in the Partnership, as may be required to finance the operations of the partnership, at the sole discretion of the general partner.

7.6. Although the general partner will attempt to arrange financing for the activities of the Partnership (including the construction of the proposed Building) which is non-recourse to the limited partners, in the event that any Lender shall require the limited partners to co-make or guarantee any financing for the Partnership, they agree to do so. This provision will include the existing Acquisition and Development Loan from Maryland National Bank, in the amount of Five Hundred Ninety Four Thousand Dollars (\$594,000.00). The failure of a partner to co-make or guarantee such financing, upon request of the general partner, shall constitute a default under this Agreement by such partner.

8. Allocations of Profits and Losses.

8.1. For purposes of this Agreement and until determined otherwise by the general partner, in its sole discretion, the term fiscal year shall mean the calendar year (the "Fiscal Year").

8.2. The profits and losses of the Partnership shall be determined for each Fiscal Year of the Partnership in accordance with the accounting methods followed for federal income tax purposes and otherwise in accordance with generally accepted accounting principles and procedures applied in a consistent manner. For purposes of Sections 703 and 704 of the Internal Revenue Code, or the corresponding sections of any further internal revenue law, or any similar tax law of any state or jurisdiction, and for such purposes only, the determination of each partner's

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BOOK -- 13 PAGE 0353

distribution share of all Partnership items of income, gain, deduction, loss, credit or allowance for any period or year shall be made in proportion to the amounts of the partners' respective percentages of partnership interest.

8.3. The profits of the Partnership shall be shared among the partners and the losses of the Partnership shall be borne by the partners in proportion to each partner's respective percentage of partnership interest.

9. Distributions.

9.1. For purposes of this Agreement:

9.1.1. "Net Cash Flow" shall mean:

9.1.1.1. Taxable income for federal income tax purposes as shown on the books of the Partnership, including dividends, capital gains, involuntary conversions, and gains or losses from Section 1231 property, as defined in the Internal Revenue Code, and any charitable contributions, increased by (a) the amount of the depreciation deductions taken in computing such taxable income, and (b) any non-taxable income received by the Partnership (not including proceeds of any loans), and reduced by (i) payments upon the principal of any indebtedness, secured or unsecured, of the Partnership, (ii) expenditures for capital improvements, additions or replacements (except to the extent financed through any Partnership indebtedness, secured and unsecured), and (iii) any cash outlays which are used in computing the Partnership's federal taxable income, and such reserves for repairs and reserves to meet anticipated expenses as the general partner shall deem to be reasonably necessary; plus,

9.1.1.2. Any other funds deemed by the general partner to be available for distribution.

9.2. The Net Cash Flow of the Partnership shall be distributed at least annually among the partners in proportion to each partner's respective percentage of partnership interest.

9.3. The net proceeds from the sale of all or any portion of the Property or any excess funds resulting from the placement or refinancing of any mortgage on the Property or the encumbrancing of the Property in any other manner shall be distributed to the partners in proportion to each partner's respective percentage of partnership interest.

10. Rights and Powers of General Partner; Management of Partnership Business.

10.1. The general partner shall have sole and complete control of the management and operation of the affairs and business of the Partnership and shall operate the Partnership for the benefit of all of the partners. The general partner shall not have

0000 0368

BOOK -- 13 PAGE 0351

the right withdraw as general partner from the Partnership and any such withdrawal shall be in breach and violation of this Agreement.

10.2. The general partner (acting for and on behalf and at the expense of the Partnership), in extension and not in limitation of the rights and powers give by law or by the other provisions of this Agreement, shall, in its sole discretion, have the full and entire right, power and authority in the management of the business and affairs of the Partnership:

10.2.1. To purchase, acquire, own, lease, manage and operate, either directly or indirectly, improved or unimproved real estate of any kind (or any interest or interest therein), and to carry on any and all activities related thereto; and to invest and reinvest any funds or monies of the Partnership in such property, real, personal, or mixed, as may be consistent with the purposes of the Partnership set forth in Section 4 hereof.

10.2.2. Subject to provisions of Section 12.3 hereof, to sell, with or without notice, at public or private sale, and to exchange, trade, transfer, assign, convey, mortgage or otherwise encumber, finance, lease for any term (including a term extending beyond the term of this Partnership), pledge, appraise, or have appraised, apportion, divide in kind, borrow on, hypothecate or give options for any and all of the Partnership property, whether realty or personality, upon such terms and conditions as the general partners, in their sole discretion, may deem to be in the best interest of the Partnership, and in so doing to execute, acknowledge, seal and deliver all necessary documents or instruments.

10.2.3. To cause the Partnership to participate in any capacity (whether as stockholder, bondholder, creditor, partner, venturer, member, fiduciary, beneficiary or otherwise) in any business or organization or enterprise, whether incorporated or unincorporated, and in any manner of form whatsoever.

10.2.4. To employ agents, servants, employees and independent contractors to assist in or assume full responsibility for the management and operation of the Partnership business, including persons related to or affiliated with the general partners, and, in each such instance, to pay them reasonable compensation therefore.

10.2.5. To commence or defend litigation with respect to the Partnership or any of its assets or liabilities; to compromise, settle, arbitrate, or otherwise adjust claims in favor of or against the Partnership and to insure its assets and undertakings and the general partners against any and all risks.

10.2.6. To make loans and extend credit to the Partnership; to borrow money from any partner, bank lending institution, and other lender for any Partnership purpose, and in connection therewith, issue notes, debentures or any other evidence.

or indebtedness and encumber the assets of the Partnership to secure repayment of borrowed sums; and no partner, bank, lending institution or other lender to which application is made for a loan by the general partners shall be required to inquire as to the purposes for which such loan is sought, and as between this Partnership and such partner, bank, lending institution or other lender, it shall be conclusively presumed that the proceeds of such loan are to be and will be used for the purposes authorized under this Agreement; to obtain replacement or refinancing of any indebtedness or security therefore with respect to any Partnership property, or to repay the same in whole or in part and whether or not a prepayment penalty may be incurred; to increase, modify, consolidate or extend any mortgage or deed of trust placed upon any Partnership property; provided, however, that the interest rate on a loan or loans made by a partner to the Partnership shall not exceed by more than three percent (3.0%) the prime rate of interest charged by Maryland National Bank on the date of the loan or loans.

10.2.7. To improve, develop, operate and manage real estate; to construct, alter, demolish or repair building, structures, or other improvements on real estate; to settle boundary lines and to grant and reserve easements, covenants, rights-of-way and other rights or privileges with respect to real estate; and to partition and to join with co-owners and others in dealing with real estate in any way.

10.2.8. For purposes of any distributions in kind of property of the Partnership among the partners or for other purposes, to appraise (or have appraised) and evaluate the property to be thus distributed; and such appraisals and valuations shall be made by such person or persons as are selected or engaged by the general partners, in their sole discretion, and shall be binding on all partners and any other persons interested in the Partnership and the property of the Partnership.

10.2.9. To make such elections under the tax laws of the United States, the several states and other relevant jurisdictions as to the treatment of items of income, gain loss, deduction and credit, and as to all other relevant matters, as the general partners, in their sole discretion, deem necessary or desirable.

10.2.10. To make investments in government obligations, bank certificates of deposit, short-term debt securities, and short term commercial paper, pending initial investment or future re-investment of the Partnership's funds, or to provide a source from which to meet contingencies; provided, however, that no such investments shall be made that would cause the Partnership to be deemed an investment company under the Federal Investment Company Act of 1940.

10.2.11. To do all such acts and things and engage in all such proceedings, and to execute, acknowledge, seal and deliver documents or instruments, although not specifically

BOOK -- 13 PAGE 0356

mentioned herein, as the general partners, in their sole discretion, may deem necessary or desirable to conduct the business of the Partnership and to carry out the purposes of the Partnership and, in general, to carry on and do all things necessary to conduct the affairs of the Partnership with all the powers that an individual may have in dealing with his own affairs.

10.3. All powers of the general partner hereunder may be exercised by it and any or all of such powers may be assigned or delegated by the general partners to any other person, except the limited partners, including persons and entities related to or affiliated with the general partner.

10.4. In addition to the specific rights and powers herein granted to the general partners, the general partners shall possess and may enjoy and exercise all of the rights and powers of general partners as provided in the MRULPA.

10.5. The general partner, or its delegate, as the case may be, shall devote such of their time to the business of the Partnership as they may, in their sole discretion, deem to be necessary to conduct said business. Any of the partners, or any stockholder, officer, director, employee or other person holding a legal or beneficial interest in any entity which is a partner, may engage in or possess an interest in other business ventures of every nature and description, whether or not in competition with the business of the Partnership, independently or with others, including, but not limited to, the ownership, financing, leasing, operation, management, syndication, brokerage and development of real property; and neither the Partnership nor the partners shall have any right by virtue of this Agreement in and to such independent ventures or to the income or profits derived therefrom.

10.6. The general partner, on behalf of the Partnership, may contract with any person related to or affiliated with the general partner, and the general partner and such person related to or affiliated with the general partners (including any of the directors, officers or employees of such person) their designees and nominees, shall not be liable to the Partnership or to any of the partners for damages, losses, liability or expenses of any nature whatsoever resulting from errors in judgment or any acts or omissions, whether or not disclosed, unless caused by willful misconduct. The following fees shall be paid by the Partnership to the general partner in connection with the Project:

10.6.1. A Development Fee equal to six percent (6%) of all of the expenses of the Partnership in developing the Property.

10.6.2. In the event that the Building is constructed and leased as an income producing property, the General Partner will be paid a Management Fee equal to four percent (4%) of all rents received.

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BOOK -- 13 PAGE 0357

10.6.3. At such time as the Project is sold by the Partnership, the general partner shall be entitled to a Disposal Fee commensurate with those fees generally and customarily being charged by commercial real estate brokers in the Anne Arundel County area.

11. Legal Title to Partnership Property. Legal title to all or any portion of the property of the Partnership shall be held in the name of "Quarterfield-100 Limited Partnership", or in such other manner as the general partners, in their sole discretion, shall determine to be in the best interest of the Partnership. Without limiting the foregoing grant of authority, the general partners may arrange to have title taken and held in their own names or in the names of trustees, nominees or straw parties for the Partnership. It is expressly understood and agreed that the manner of holding title to the property (or any part thereof) of the Partnership is solely for the convenience of the Partnership, and that all such property shall be treated as Partnership property subject to the terms of this Agreement.

12. Status of Limited Partners.

12.1. No limited partner, in addition to the exercise of his rights and powers as a limited partner, shall take part in the control of the business of the Partnership.

12.2. The limited partners shall have no voting rights, except those pertaining to the dissolution and winding-up of the Partnership, as set forth in Section 15; a sale or other disposition of property, as set forth in this Section 12; and approving an amendment to this Agreement, as set forth in this Section 12.

12.3. The general partners shall have the authority to amend this Agreement provided that any such amendment shall have received the consent of partners whose respective percentages of partnership interest exceed fifty percent (50%) of the total percentage of partnership interests of all partners in the Partnership and the agreement of a majority in number of the general partners. A sale, exchange, lease, mortgage, pledge, or other transfer of all or substantially all of the assets of the Partnership shall require consent of partners whose respective percentages of partnership interest exceed two-thirds (2/3) of the total partnership interests of all partners in the Partnership.

12.4. Meetings of the Partnership for any purpose shall be held at the call of the general partner. All such meetings shall be held at a place designated by the general partners, and written notice of such location and of the date and time of the meeting shall be given by the general partner to each limited partner at least ten (10) days prior to such date.

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BOOK -- 13 PAGE 0358

13. Assignability of Partnership Interests.

13.1. Except as otherwise provided in this Section 13, none of the general partner shall not have the right to withdraw from the Partnership or to assign its partnership interest in the Partnership. Any part but not all of the partnership interest of the general partner, as general partner, shall be assignable to a spouse, ancestor, descendant, brother or sister of a general partner or to a testamentary or inter-vivos trust of which the beneficiaries are one (1) or more of a group consisting of the spouse, ancestor, descendant, brother or sister of the general partner, provided that such assignment does not terminate the Partnership for federal income tax purposes; and the assignee thereof shall be a limited partner entitled to all rights and powers and subject to all the restrictions and liabilities of a limited partner under this Agreement and the MRULPA.

13.2. Subject to the further provisions hereof and to the consent of a majority in number of the general partners, the assignee of the partnership interest of a limited partner shall become a limited partner of the Partnership, provided that the assignee pays a fee not to exceed One Thousand Dollars (\$1,000.00) to the Partnership to cover the costs and expenses of preparing, executing and filing of appropriate amendment(s) to the Limited Partnership Agreement or Certificate of Limited Partnership, as required.

13.3. The partnership interest owned by an assignee who has not become a limited partnership in accordance with the provisions of this Section 13 shall be assignable to the same extent as if such assignee had become a limited partner, but any such assignment shall be subject to all the provisions of this Section 13.

13.4. In the event of an assignment pursuant to this Section 13, the Partnership shall continue with respect to the remaining partners, appropriate adjustments shall be made to their capital accounts and partnership interests to reflect the assignment of the partnership interest of the assignor partner, and an election may be made by the general partner, in their sole discretion, to adjust the basis of Partnership assets in accordance with Section 754 of the Internal Revenue Code of 1986, and the similar provisions of the tax law of any state or other jurisdiction.

13.5. Anything contained in this Agreement to the contrary notwithstanding, each of the limited partners hereby warrants and represents to the Partnership and to the general partner, that the partnership interest acquired by him is being acquired by him for his own account, for investment only, and not with a view to, the offer for sale or the sale in connection with, the distribution or transfer thereof. Each of the limited partners, further warrants and represents to the Partnership and to the general partner, that he is not participating, directly or

BOOK - - 13 PAGE 0359

indirectly, in a distribution or transfer of such partnership interest, nor is he participating, directly or indirectly, in the underwriting of any such distribution or transfer of such partnership interest. Each of the limited partners further warrants and represents to the Partnership and to the general partner, that he will not act in any way that would constitute him to be an underwriter, within the meaning of the Securities Act of 1933 (the "Act"), of such partnership interest.

Each of the partners hereby agrees that his partnership interest and any agreement or certificate evidencing such partnership interest shall be stamped or otherwise imprinted with a conspicuous legend in substantially the form set forth at the top of the first page of this Agreement. Such partnership interest shall not be transferable except upon the conditions specified in this Section 13.5. Each of the limited partners realizes and agrees that, by becoming a limited partner in the Partnership pursuant to the terms of this Agreement and the aforesaid legend, prior to any permitted transfer of a partnership interest he shall give written notice to the general partner of the terms of the proposed transfer and shall present copies of the documents proposed to effect said transfer to counsel for the Partnership and the following provisions shall apply:

(a) If in the opinion of such counsel the proposed transfer of such partnership interest may be effected without registration thereof under the Act, as then in force, or any similar statute then in force, and applicable state securities law, the general partner shall promptly thereafter notify the holder of such partnership interest, whereupon such holder shall be entitled to transfer such partnership interest all in accordance with the terms of the notice delivered by such holder to the general partners, this Agreement and upon such further terms and conditions as shall be required by counsel for the Partnership in order to assure compliance with the Act and applicable state securities law.

(b) If in the opinion of such counsel the proposed transfer of such partnership interest may not be effected without registration of such partnership interest under the Act and applicable state securities law, a copy of such opinion shall be promptly delivered to the holder who had proposed such transfer, and such transfer shall not be made unless such registration is then in effect.

Each limited partner realizes that his partnership interest is not and will not be registered under the Act or under the Maryland Securities Act (the "State Act") and that the Partnership does not file periodic reports with the Securities Exchange Act of 1934. Each limited partner also understands that the Partnership has not agreed with any limited partner to register his partnership interest for distribution in accordance with the provisions of the Act or the State Act, and that the Partnership has not agreed to comply with any exemption under the Act or the State Act for the sale hereafter of such securities. Hence, it is

BOOK -- 13 PAGE 0360

the understanding of each limited partner that by virtue of the provisions of certain rules respecting "restricted securities" promulgated under the Act, his partnership interest must be held by him indefinitely unless and until subsequently registered under the Act and applicable state securities law, unless an exemption from such registration is available, in which case such limited partners may still be limited as to the amount of his partnership interest that he may sell.

14. General Partner Ceasing to be Such. The Partnership shall not be dissolved and the affairs of the Partnership shall not be wound-up upon the general partner ceasing to be a general partner upon the happening of any of the events set forth in Section 10-402 of the MRULPA.

15. Dissolution of the Partnership.

15.1. The Partnership shall be dissolved and its affairs shall be wound-up upon the first to occur of any of the following events:

15.1.1. The consent of the partners whose respective percentages of partnership interest exceed seventy percent (70%) in the aggregate of the total of one hundred percent (100%) of the partnership interests of the Partnership.

15.1.2. The sale of all or substantially all of the Partnership assets.

15.1.3. The expiration of the term of the Partnership.

15.1.4. The determination by the general partner.

15.1.5. The general partner ceasing to be such.

15.1.6. The entry of a decree of judicial dissolution under Section 10-802 of the MRULPA.

15.2. Upon a dissolution of the Partnership the assets shall be liquidated, and the proceeds therefrom, together with assets distributed in kind to the extent sufficient therefore, shall be applied and distributed in order of priority as follows:

15.2.1. First, to creditors, including partners who are creditors, to the extent permitted by law, in satisfaction of the liabilities of the Partnership other than liabilities for distributions to partners under this Agreement.

15.2.2. Second, to the payment and discharge of any loans made by any of the partners to the Partnership.

15.2.3. Third, to the creation of any reserves 3322 1500 which may be deemed reasonably necessary by the general partners

BOOK -- 13 PAGE 0301

for contingent liabilities of the Partnership (which reserves shall be held in escrow or in trust).

15.2.4. Fourth, to partners and former partners in satisfaction of liabilities for distribution under this Agreement.

15.2.5. The balance remaining, if any, to partners first for the return of their contributions and second respecting their partnership interests in the proportion to each partner's respective percentage of partnership interest.

15.3. Upon the dissolution and the commencement of the winding-up of the Partnership, the general partner shall execute and cause to be filed with the Department a Certificate of Cancellation of the Partnership.

15.4. The general partner shall not be personally liable for the return or repayment of all or any portion of the contributions of any partner; any such return or repayment shall be made solely from Partnership assets.

16. Bank Accounts.

The funds of the Partnership shall be deposited in such bank account or accounts as the general partner shall deem appropriate, in their its discretion, and the general partner shall arrange for the appropriate conduct of such accounts.

17. Books of Account; Accounting Year; Audits; Reports to Limited Partners.

17.1. There shall be kept at the principal office of the Partnership all records required to be kept by the Partnership under Section 10-105 of the MRULPA. The partnership books shall be kept on the cash receipts and disbursements method or on accrual method as the general partner, in its sole discretion, may determine.

17.2. A compilation or review shall be made as of the end of each Partnership Fiscal Year by such independent certified public accountants as the general partner, in its sole discretion, may, from time to time, designate. Any partner shall have the right to inspect and copy the records of the Partnership designated in Section 10-105 of the MRULPA; provided such inspection and copying is made at the reasonable request and at the expense of the partner desiring the same and is made during ordinary business hours.

17.3. The general partner shall, within ninety (90) days after the close of the Partnership Fiscal Year, mail to the limited partners an annual report containing complied or reviewed financial information of the business of the Partnership for such accounting year and shall, at the same time, furnish each partner of the Partnership with all of the information which is relevant to such

BOOK -- 13 PAGE 0362

partner for federal income tax purposes. The annual report may contain such other information as the general partner, in its sole discretion, may determine. The general partners may send to the limited partners such quarterly, semi-annual and other reports or other information as the general partner, in its sole discretion, may designate.

18. Indemnification.

The Partnership shall indemnify and advance expenses to the general partner to the fullest extent and in the manner provided for corporate directors in Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time. Such indemnification shall be made solely from the assets of the Partnership. For the purposes of this Section 18, a general partner shall be deemed to be a director within the meaning of Section 2-418; the Partnership shall be deemed to be a corporation within the meaning of Section 2-418; and the general partner shall be deemed to be the board of directors within the meaning of Section 2-418.

19. Miscellaneous Provisions.

19.1. Unless otherwise provided in this Agreement, no partner shall be liable to any other partner or to the Partnership for any good faith act or omission to act in the exercise of his judgment under the provisions of this Agreement.

19.2. Nothing herein contained shall be construed to constitute any partner hereof the agent of any other partner or to limit in any manner the partners in the carrying on of their own respective business or activities.

19.3. All notices or other communications provided for herein shall be given by first class certified or registered U.S. mail, return receipt requested, all required postage prepaid, if to a partner, to the address of the partner set forth on the signature pages to this Agreement, unless notice of a change of address is given to the Partnership, and if to the Partnership, to the principal office of the Partnership as set forth in Section 3 hereto, or as later changed. Time periods shall commence on the date of mailing of a notice or any other communication. Any notice which is required to be given within a stated period of time shall be considered timely if postmarked before midnight of the last day of such period. All notices or other communications shall be deemed received when given, as aforesaid.

19.4. Each limited partner hereby makes, constitutes and appoints the general partner, with full power of substitution, his true and lawful attorney, for him and his name, place and stead and for his use and benefit to sign, seal and file with the Department any Amendment to the Certificate of Limited Partnership of the Partnership admitting him as a limited partner to this Partnership in accordance with the laws of the State of Maryland or the laws of 1502

BOOK -- 13 PAGE 0303

any other state in which such a certificate is required to be filed.

19.5. The power of attorney granted hereunder to the general partner is a special power of appointment coupled with an interest, is irrevocable, and shall (to the extent permitted by applicable law) survive the disability of the limited partner.

19.6. The use of any gender herein shall be deemed to be or include the other genders and the use of the singular herein shall be deemed to be or include the plural (and vice-versa), wherever appropriate. The headings herein are inserted only as a matter of convenience, and reference, and in no way define, limit or describe the scope of this Agreement, or the intent of any provisions thereof.

19.7. This Agreement sets forth all (and is intended by all parties hereto to be an integration of all) of the covenants, promises, agreements, warranties and representations among the parties hereto with respect to the Partnership, the business of the Partnership and the property of the Partnership, and there are no covenants, promises, agreements, warranties or representations, oral or written, express or implied, among them other than as set forth herein.

19.8. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Wherever there is any conflict between any provision of this Agreement and any statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event that provision of this Agreement thus affected shall be curtailed and limited only to the extent necessary to conform with said requirement of law. In the event that any part, section, paragraph or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

20. Governing Law.

It is the intention of the parties hereto that this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maryland.

21. Burden and Benefit.

This Agreement is binding upon and shall inure to the benefit of, the parties hereto and their respective heirs, guardians, executors, administrators, personal and legal representatives, and successors and to the assigns of the parties hereto to the extent, but only to the extent, the same is provided for in accordance with, and permitted by, the provisions of this Agreement.

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BOOK -- 13 PAGE 0364

22. Counterparts Execution.

This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST:

GENERAL PARTNER:

G. W. KOCH ASSOCIATES, INC.
a Maryland corporation

Phil S. Soren By: [Signature] (Seal)
Gary W. Koch, President

900 Ritchie Highway, Suite 201
Severna Park, Maryland 21146

Initial Contribution: \$ 10.00

Percentage of Partnership
Interest: 1.0%

LIMITED PARTNERS:

Phil S. Soren By: [Signature] (Seal)
Gary W. Koch

900 Ritchie Highway, Suite 201
Severna Park, Maryland 21146

Initial Contribution: \$990.00

Percentage of Partnership
Interest: 49.0%

B. WHITNEY ASSOCIATES
a Maryland general partnership

Monica Lynn Baldwin By: [Signature] (Seal)
Thomas Baldwin
General Partner

7722 1504

and, BOOK -- 13 PAGE 0365

Monica L. Baldwin

By: *W. E. Baldwin, Jr.* (Seal)
William E. Baldwin, Jr.
General Partner

1 Church View Road
Millersville, Maryland 21108

Initial Contribution: \$1,000.00

Percentage of Partnership
Interest: 50.0%

46.koch/quarter-100:q100amct
3/14/91

After recording, please return to:

James C. Praley
Lessans and Tate
7419 Baltimore-Annapolis Blvd.
P.O. Box 1330
Glen Burnie, Maryland 21060

7322 1505

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
GovernorLLOYD W. JONES
DirectorPAUL B. ANDERSON
AdministratorDepartment of Assessments and Taxation
CHARTER DIVISIONRoom 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 13 PAGE 0366

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.DOCUMENT CODE 20 BUSINESS CODE _____ COUNTY 52
M2961068 P.A. _____ Religious _____ Close _____ Stock _____ Not stock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE AMOUNT FEE REMITTED

10	_____	Expedited Fee
20	_____	Organ. & Capitalization
61	_____	Rec. Fee (Arts. of Inc.)
62	_____	Rec. Fee (Amendment)
63	_____	Rec. Fee (Merger or Consolidation)
64	_____	Rec. Fee (Transfer)
65	_____	Rec. Fee (Dissolution)
66	_____	Rec. Fee (Revival)
52	_____	Foreign Qualification
50	_____	Cert. of Qual. or Reg.
51	_____	Foreign Name Registration
13	_____	Certified Copy _____
56	_____	Penalty
54	_____	For. Supplemental Cert.
53	_____	Foreign Resolution
73	_____	Certificate of Conveyance
76	_____	Certificate of Merger/Transfer
75	_____	Special Fee
80	_____	For. Limited Partnership
83	_____	Cert. Limited Partnership
84	<u>50</u>	Amendment to Limited Partnership
85	_____	Termination of Limited Partnership
21	_____	Recordation Tax
22	_____	State Transfer Tax
23	_____	Local Transfer Tax
31	_____	Corp. Good Standing
NA	_____	Foreign Corp. Registration
87	_____	Limited Part. Good Standing
71	_____	Financial
600	_____	_____ Personal
	_____	Property Reports and
	_____	late filing penalties
70	_____	Change of P.O., R.A. or R.A.A.
91	_____	Amend/Cancellation, For. Limited Part.
	_____	Other
	_____	Other

Name Change
(New Name) _____☐ Change of Name
☐ Change of Principal Office
☒ Change of Resident Agent
☒ Change of Resident Agent
Address
☐ Resignation of Resident Agent
☐ Designation of Resident Agent
and Resident Agent's Address
☐ Other Change _____Code 146ATTENTION: James C. Praley

MAIL TO ADDRESS: _____

TOTAL FEES \$ 50.00☒ Check

Cash

NOTE: _____

Documents on _____ checks

APPROVED BY: DWS

0000 0381

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF AMENDMENT
OF
QUARTERFIELD-100 LIMITED PARTNERSHIP

BOOK -- 13 PAGE 0367

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND APRIL 5, 1991 AT 8:13 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

12961068

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
LESSANS AND TATE
JAMES C. PRALEY
POST OFFICE BOX 1330
GLEN BURNIE MD 21061 3592

194C3040107

A 355145



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER, FOLIO.

7722 1488

0000 0382

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

BOOK - 13 PAGE 0368
CERTIFICATE OF LIMITED PARTNERSHIP
4-2-91 at 8:22 A.M.

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made this 26th day of
March, 1991, by the undersigned parties.

WITNESSETH:

We, the undersigned parties, constituting all of the general partners of PF&M Limited Partnership hereby certify that:

Throughout this Certificate, any word or words that are defined in the Maryland Revised Uniform Partnership Act, as amended from time to time ("MRULPA"), shall have the same meaning as provided in the MRULPA, and the word or words listed below within quotation marks shall be deemed to include the words which follow them:

- A. "Certificate" - This Certificate of Limited Partnership.
B. "Partnership" - This Limited Partnership.

1. *Partnership Name.* The name of the Partnership shall be "PF&M Limited Partnership."
2. *Principal Office and Resident Agent.* The address of the principal office of the Partnership in this State is 1162 Oak View Drive, Crownsville, MD 21032. The name and address of the resident agent of the Partnership in this State are James W. Green, 1162 Oak View Drive, Crownsville, MD 21032.
3. *Names and Addresses of General Partners.* The name and the business, residence, or mailing address of each general partner are as set forth on the signature pages hereof.
4. *Dissolution.* The latest date upon which the Partnership is to dissolve is March 25, 2001.

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been signed this 26th day of March, 1991.

GENERAL PARTNERS:

10998076

James W. Green
James W. Green
1162 Oak View Drive
Crownsville, MD 21032

Kathleen Green
Kathleen Green
1162 Oak View Drive
Crownsville, MD 21032

1991-8 P 8:22

7722 1345

0000 0383

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 13 PAGE 0369

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 054 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	Certified Copy	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: _____
84	_____	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	Limited Part. Good Standing	<u>James H. Green</u>
71	_____	Financial	<u>1162 Oakview Dr.</u>
600	_____	_____ Personal	<u>Crownsville, Md.</u>
	_____	Property Reports and late filing penalties	<u>21032</u>
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other	
	_____	Other	

TOTAL FEES 50

☒ Check _____ Cash

1 Documents on 1 checks

APPROVED BY: PMJ

NOTE:

3722 1346

0000 0384

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
PFEM LIMITED PARTNERSHIP

BOOK --13 PAGE 0370

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND APRIL 8, 1991 AT 8:22 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3195815

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
JAMES W. GREEN
1162 OAKVIEW DR.
CROWNSVILLE

MD 21032

194C3040070

A 355119



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3322 1344

APR-17-91 THU 14:49 RED HOT & BLUE

P.02

CERTIFICATE OF LIMITED PARTNERSHIP
of
BAR-B-QUE OF ANNAPOLIS LIMITED PARTNERSHIP

BOOK -- 13 PAGE 0371

4-17-91 at 2:49p

Pursuant to Section 10-201 of the Maryland Code, in order to form a Limited Partnership,
the General Partner hereby represents that:

1. The name of the Limited Partnership shall be: Bar-B-Que of Annapolis Limited Partnership.
2. The address of the principal office of the Limited Partnership in Maryland is:
201 Revel Highway, Annapolis, Maryland 21401.
3. The name and address of the resident agent of the Limited Partnership is:
Ms. Taylor Edwards, who resides at 2074 Maidstone Farm Road, Annapolis,
Maryland 21401.
4. The name and business address of the general partner is:
Annapolis Bar-B-Que Management, Inc., 201 Revel Highway, Annapolis, MD 21401.
5. The latest date upon which the Limited Partnership is to dissolve is:
December 31, 2011.
6. Additional capital contributions may be made by the Limited Partners upon the request
of the Managing General Partner and the consent thereto by the Limited Partners. In
the event that one party invests additional capital in the business, and the other
parties upon due notification opt not to invest any new capital, the split of profits
and/or losses will be proportionately adjusted to reflect the added capital as a
percentage of the respective investments.
7. A Limited Partner may not grant an assignee the right to become a limited partner.
Instead, the written consent of all partners must be obtained and the candidate must (a)
indicate his intention to hold the limited partnership interest as an investment in a duly
executed written instrument of assignment; (b) execute an irrevocable power of attorney
appointing the managing general partner as his attorney-in-fact; (c) pay all reasonable
expenses incurred by the Limited Partnership in connection with the assignment and
substitution; and (d), provide an acceptable opinion letter from his legal counsel to the
effect that the substitution would not jeopardize the status of the Limited Partnership
for federal taxation purposes nor violate applicable federal or state securities laws or any
other legal requirements.

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APR-17-91 THU 14:50 RED HOT & BLUE

P. 03

CERTIFICATE OF LIMITED PARTNERSHIP
BAR-B-QUE OF ANNAPOLIS LIMITED PARTNERSHIP

BOOK -- 13 PAGE 0372

8. A person may withdraw as a general partner of this Limited Partnership consistent with Sections 10-402(3) and (4) of the Maryland Revised Uniform Limited Partnership Act (RULPA). Except as otherwise provided under the Maryland RULPA, on withdrawal, any withdrawing partner is entitled to receive any distribution to which he is entitled under the Limited Partnership Agreement.

9. Dissolution and winding up of the Limited Partnership shall occur upon the happening of any of the following: the withdrawal of a general partner unless there is at least one other general partner or, within 90 days, all partners agree in writing to continue the business of the Limited Partnership and to appoint another general partner if necessary; the entry of a judicial decree of dissolution; the expiration of the term of partnership; the sale of all or substantially all of the Limited Partnership's assets; any other event that would, under the Maryland RULPA, cause the dissolution of the Partnership or make it unlawful for the business of the Partnership to continue; or the removal or withdrawal of the sole remaining general partner under circumstances where the Limited Partner cannot locate a substitute general partner under the terms of the Limited Partnership Agreement.

10. Should Bar-B-Que of Annapolis Management, Inc. become disqualified to serve as Managing General Partner of the Limited Partnership for any reason, including breach of the Franchise Agreement between the Limited Partnership and Red Hot & Blue, Inc., or should Bar-B-Que of Annapolis Management, Inc. withdraw as Managing General Partner, the Limited Partnership shall not dissolve, but instead, the individual general partner of the Limited Partnership, or in the absence of an individual general partner, then the limited partners shall have a 90 day period in which to obtain a substitute general partner. Moreover, if a general partner should die, retire, or be adjudged incompetent, the Limited Partnership shall not dissolve, but instead, the remaining general partner, or in the absence thereof, the limited partner, shall have 90 days during which to obtain a substitute general partner.

11. The Limited Partners may receive, and the Managing General Partner may make, distributions to the Limited Partners which include a return of all or any part of the Limited Partner's contribution to the Limited Partnership upon separate agreement therefor. Distributions upon withdrawal are governed by Article X.2 of the Limited Partnership Agreement, and distributions upon liquidation are governed by Article XI.3 of the Limited Partnership Agreement.

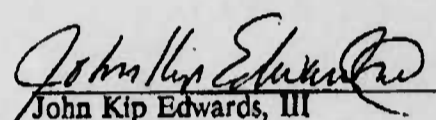
P. 2

3325 0346

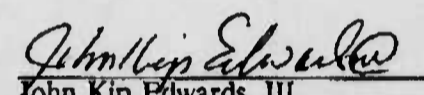
0000 0387

BOOK -- 13 PAGE 0373

IN WITNESS WHEREOF, BAR-B-QUE OF ANNAPOLIS LIMITED PARTNERSHIP has caused these presents to be signed in its name and on its behalf by its Individual General Partner, and President of its Corporate Managing General Partner, and said individual acknowledges that this Certificate of Limited Partnership is the act and deed of Bar-B-Que of Annapolis Limited Partnership, and, under the penalties of perjury, that the matters and fact set forth herein with respect to authorization and approval are true in all material respects to the best of his knowledge, information and belief.


John Kip Edwards, III
President
Annapolis Bar-B-Que Management, Inc.
(The Corporate Managing General Partner)

4/18/91
Date


John Kip Edwards, III
as Individual General Partner of
Bar-B-Que of Annapolis Limited Partnership

4/18/91
Date

P.3

3325 0347

0000 0388

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 13 PAGE 0371

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 05 MA BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	Name Change (New Name)
10	<u>30</u>	Expedited Fee	
20		Organ. & Capitalization	
61		Rec. Fee (Arts. of Inc.)	
62		Rec. Fee (Amendment)	
63		Rec. Fee (Merger or Consolidation)	
64		Rec. Fee (Transfer)	_____ Change of Name
65		Rec. Fee (Dissolution)	_____ Change of Principal Office
66		Rec. Fee (Revival)	_____ Change of Resident Agent
52		Foreign Qualification	_____ Change of Resident Agent Address
50		Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51		Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13		_____ Certified Copy	_____ Other Change
56		Penalty	
54		For. Supplemental Cert.	
53		Foreign Resolution	
73		Certificate of Conveyance	
76		Certificate of Merger/Transfer	
75		Special Fee	Code _____
80		For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: _____
84		Amendment to Limited Partnership	
85		Termination of Limited Partnership	
21		Recordation Tax	
22		State Transfer Tax	
23		Local Transfer Tax	
31		_____ Corp. Good Standing	
NA		Foreign Corp. Registration	MAIL TO ADDRESS: _____
87		_____ Limited Part. Good Standing	<u>John K Edwards III</u>
71		Financial	<u>2074 Maidstone Farm Rd</u>
600		_____ Personal	<u>Annapolis Md 21401</u>
		Property Reports and _____	
		late filing penalties	
70		Change of P.O., R.A. or R.A.A.	
91		Amend/Cancellation, For. Limited Part.	
		Other _____	
		Other _____	

TOTAL FEES 80
Visa _____ Check _____ Cash _____
_____ Documents on _____ checks

APPROVED BY: [Signature]

NOTE: new lp - start file

3325 0348

0000 0389

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

BOOK -- 13 PAGE 0375

CERTIFICATE OF LIMITED PARTNERSHIP
OF
BAR-B-QUE OF ANNAPOLIS LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND APRIL 17, 1991 AT 2:49 O'CLOCK P.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3201225

TO THE CLERK OF THE COURT OF ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
JOHN K. EDWARDS, III
2074 MAIDSTONE FARM RD.
ANNAPOLIS MD 21401



201C3041069

A 356042

RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

7725 0344

ATS-

0000 0390

BOOK - - 13 PAGE 0876

OVERLEA LIMITED PARTNERSHIP
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION
CERTIFICATE OF LIMITED PARTNERSHIP
APPROVED FOR RECORD

05-07-91 at 2:19 p.m.

Overlea Limited Partnership, a Maryland limited partnership (the "Partnership"), by action of its General Partners, certifies:

1. Name. The name of the Partnership is "OVERLEA LIMITED PARTNERSHIP."

2. Principal Office and Resident Agent. The address of the principal office of the Partnership is 514 North Crain Highway, Glen Burnie, MD 21061. The name and address of the resident agent of the Partnership are Joel D. Fedder, 514 North Crain Highway, Glen Burnie, MD 21061. ✓

3. General Partner. The name and addresses of the General Partners of the Partnership are as follows:

FGP, Inc.
c/o Joel D. Fedder

514 North Crain Highway
Glen Burnie, MD 21061

CJV Enterprises, Inc.
c/o Carl Verstandig
8716 Saytr Hill Road
Baltimore, Maryland 21234

4. Partnership Affairs. The affairs of the Partnership shall be governed by the Overlea Limited Partnership Agreement, dated as of May 6, 1991, which may be amended from time to time ("Agreement").

5. Dissolution. The latest date upon which the Partnership is to dissolve is December 31, 2041.

IN WITNESS WHEREOF, the General Partner of the Partnership has executed this Certificate on this 7 day of July, 1991

WITNESS:

FGP, INC., General Partner

Joel D. Fedder, President

CJV Enterprises, Inc., General Partner

Carl Verstandig, President

3769-50/BLURE

RECEIVED

11288183 3729 2322

0000 0391

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
GovernorLLOYD W. JONES
DirectorPAUL B. ANDERSON
AdministratorDepartment of Assessments and Taxation
CHARTER DIVISIONRoom 809
301 West Preston Street
Baltimore, Maryland 21201

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.DOCUMENT CODE 05 Apr BUSINESS CODE _____ COUNTY 52
_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE AMOUNT FEE REMITTED

10 59 Expedited Fee
20 _____ Organ. & Capitalization
61 _____ Rec. Fee (Arts. of Inc.)
62 _____ Rec. Fee (Amendment)
63 _____ Rec. Fee (Merger or Consolidation)
64 _____ Rec. Fee (Transfer)
65 _____ Rec. Fee (Dissolution)
66 _____ Rec. Fee (Revival)
52 _____ Foreign Qualification
50 _____ Cert. of Qual. or Reg.
51 _____ Foreign Name Registration
13 7 1 Certified Copy 1
56 _____ Penalty
54 _____ For. Supplemental Cert.
53 _____ Foreign Resolution
73 _____ Certificate of Conveyance

Name Change
(New Name) _____

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent
_____ and Resident Agent's Address
_____ Other Change _____

76 _____ Certificate of Merger/Transfer

Code 063

75 _____ Special Fee
80 _____ For. Limited Partnership
83 50 Cert. Limited Partnership
84 _____ Amendment to Limited Partnership
85 _____ Termination of Limited Partnership
21 _____ Recordation Tax
22 _____ State Transfer Tax
23 _____ Local Transfer Tax
31 _____ Corp. Good Standing DNP
NA _____ Foreign Corp. Registration 5/7/91
87 6 1 Limited Part. Good Standing
71 _____ Financial #109080
600 _____ Personal

ATTENTION: Kenny Peyton

MAIL TO ADDRESS: _____

TOTAL FEES 122☒ Check _____ Cash

NOTE:

Documents on _____ checks

APPROVED BY: J.M.T.CERTIFIED
COPY MADE
2323

0000 0392

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
OVERLEA LIMITED PARTNERSHIP

BOOK --13 PAGE 0378

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
MAY 7, 1991 AT 2:19 P. M. AS IN CONFORMITY
OF MARYLAND
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

50.00

SPECIAL
FEE PAID:

M3213139

ANNE ARUNDEL COUNTY

TO THE CLERK OF THE COURT OF

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
VENABLE, BAETJER & HOWARD
ATTN: KENNY PEYTON
2 HOPKINS PLAZA
1800 MERCANTILE BANK & TRUST BLDG
BALTIMORE MD 21201

215C3040428

A 357718



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

7729 2321

BOOK - - 13 PAGE 0379

AUSTRO LIMITED PARTNERSHIP
CERTIFICATE OF LIMITED PARTNERSHIP

Austro Limited Partnership, a Maryland limited partnership (the "Partnership"), by action of its General Partner, certifies:

1. Name. The name of the Partnership is "AUSTRO LIMITED PARTNERSHIP."

2. Principal Office and Resident Agent. The address of the principal office of the Partnership is 514 North Crain Highway, Glen Burnie, Maryland 21061. The name and address of the resident agent of the Partnership are Joel D. Fedder, 514 North Crain Highway, Glen Burnie, Maryland 21061. ✓

3. General Partners. The name and business address of the General Partners of the Partnership are as follows:

KFF, Inc.
514 North Crain Highway,
Glen Burnie, Maryland 21061

4. Partnership Affairs. The affairs of the Partnership shall be governed by the Austro Limited Partnership Agreement of Limited Partnership, dated as of May 6, 1991, which may be amended from time to time ("Agreement").

5. Dissolution. The latest date upon which the Partnership is to dissolve is December 31, 2041.

IN WITNESS WHEREOF, the General Partner of the Partnership have executed this Certificate on this 6th day of May, 1991.

WITNESS:

GENERAL PARTNERS:

KFF, INC.

Karen F. Russell

By: Joel D. Fedder (SEAL)
Joel D. Fedder, President

STATE DEPARTMENT OF ASSESSMENT
AND TAXATION
APPROVED FOR RECORD
05-07-91 at 2:18

3786/BLURE

112881
RECEIVED
91 MAY 21 PM 2 17
37229 2319

0000 0394

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK --13 PAGE 0380

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 05 Apr. BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock _____

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	Name Change (New Name)
10	<u>59</u>	Expedited Fee	
20		Organ. & Capitalization	
61		Rec. Fee (Arts. of Inc.)	
62		Rec. Fee (Amendment)	
63		Rec. Fee (Merger or Consolidation)	
64		Rec. Fee (Transfer)	Change of Name
65		Rec. Fee (Dissolution)	Change of Principal Office
66		Rec. Fee (Revival)	Change of Resident Agent
52		Foreign Qualification	Change of Resident Agent Address
50		Cert. of Qual. or Reg.	Resignation of Resident Agent
51		Foreign Name Registration	Designation of Resident Agent and Resident Agent's Address
13	<u>7</u>	<u>1</u> Certified Copy <u>1</u>	Other Change
56		Penalty	
54		For. Supplemental Cert.	
53		Foreign Resolution	
73		Certificate of Conveyance	
76		Certificate of Merger/Transfer	
75		Special Fee	Code <u>063</u>
80		For. Limited Partnership	ATTENTION: <u>Kenny Rayon</u>
83	<u>50</u>	Cert. Limited Partnership	
84		Amendment to Limited Partnership	
85		Termination of Limited Partnership	
21		Recordation Tax	
22		State Transfer Tax	
23		Local Transfer Tax	
31		Corp. Good Standing <u>SMC</u>	
NA		Foreign Corp. Registration <u>5/17/91</u>	MAIL TO ADDRESS: _____
87	<u>6</u>	<u>1</u> Limited Part. Good Standing <u>10/70/78</u>	
71		Financial	
600		Personal	
		Property Reports and late filing penalties	
70		Change of P.O., R.A. or R.A.A.	
91		Amend/Cancellation, For. Limited Part.	
		Other	
		Other	

TOTAL FEES 122

☒ Check ☐ Cash

NOTE:

Documents on _____ checks

APPROVED BY: J.M.T.

CERTIFIED COPY MADE

7729 2720

0000 0385

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
AUSTRO LIMITED PARTNERSHIP

BOOK -- 13 PAGE 0381

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MAY 7, 1991 AT 2:18 P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

50.00

SPECIAL
FEE PAID:

M3213121

ANNE ARUNDEL COUNTY

TO THE CLERK OF THE COURT OF

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
VENABLE, BAETJER & HOWARD
ATTN: KENNY PEYTON
2 HOPKINS PLAZA
1800 MERCANTILE BANK & TRUST BLDG
BALTIMORE MD 21201

215C3040427

A 357717



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER, FOLIO.

7329 2718

0000 0386

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

BOOK --13 PAGE 0382

APPROVED FOR RECORD

05-07-91 at 9:53 .m.

CERTIFICATE OF LIMITED PARTNERSHIP

RECEIVED
91 MAY 7 AM 9 53

THIS CERTIFICATE OF LIMITED PARTNERSHIP, is made this 29th day
of April, 1991, by the undersigned parties.

WITNESSETH

We, the undersigned parties, constituting all of the general
partners of C & A Limited Partnership hereby certify that:

Throughout this Certificate, any word or words that are
defined in the Maryland Revised Uniform Limited Partnership Act, as
amended from time to time ("MRULPA"), shall have the same meaning as
provided in the MRULPA, and the word or words listed below within
the quotation marks shall be deemed to include the words which
follow them:

- A. "Certificate" - This Certificate of Limited Partnership.
- B. "Partnership" - This Limited Partnership.

1. Partnership Name: The name of the Partnership shall be
" C & A Limited Partnership".

2. Principal Office and Resident Agent: The address of the
principal office of the Partnership in this State is 4119 Annapolis
Road, Baltimore, Maryland 21227. The name and address of the
resident agent of the Partnership in this State are Algirdas J.
Kalneitis, 568 Millshire Drive, Millersville, Maryland 21108.

3. Names and Addresses of General Partners: The name and
the business, residence or mailing address of each general partner
are as set forth on the signature pages hereof.

4. Dissolution. The latest date upon which the Partnership
is to dissolve is January 1, 2010.

11288315
2000 0896

1991 JUL 17 AM 11:39

0000 0397

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

BOOK --13 PAGE 0383

IN WITNESS WHEREOF, this Certificate of Limited Partnership
has been signed this 19th day of April, 1991.

GENERAL PARTNER:

KALBECK, INC.

BY: Algirdas J. Kalneitis

ALGIRDAS J. KALNEITIS, President
4119 Annapolis Road
Baltimore, Maryland 21226

3329 0897

0000 0398

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK --13 PAGE 0381

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>30</u>	Expedited Fee	Name Change (New Name) _____
20		Organ. & Capitalization	
61		Rec. Fee (Arts. of Inc.)	
62		Rec. Fee (Amendment)	
63		Rec. Fee (Merger or Consolidation)	
64		Rec. Fee (Transfer)	_____ Change of Name
65		Rec. Fee (Dissolution)	_____ Change of Principal Office
66		Rec. Fee (Revival)	_____ Change of Resident Agent
52		Foreign Qualification	_____ Change of Resident Agent
50		Cert. of Qual. or Reg.	_____ Address
51		Foreign Name Registration	_____ Resignation of Resident Agent
13		Certified Copy	_____ Designation of Resident Agent
56		Penalty	_____ and Resident Agent's Address
54		For. Supplemental Cert.	_____ Other Change
53		Foreign Resolution	
73		Certificate of Conveyance	
76		Certificate of Merger/Transfer	
75		Special Fee	Code _____
80		For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: _____
84		Amendment to Limited Partnership	
85		Termination of Limited Partnership	
21		Recordation Tax	
22		State Transfer Tax	
23		Local Transfer Tax	
31		Corp. Good Standing	
NA		Foreign Corp. Registration	MAIL TO ADDRESS: _____
87		Limited Part. Good Standing	<u>A. J. Kalnieta</u>
71		Financial	<u>568 Millshire DR</u>
600		_____ Personal	<u>Millersville, Md. 21108</u>
		Property Reports and late filing penalties	
70		Change of P.O., R.A. or R.A.A.	
91		Amend/Cancellation, For. Limited Part.	
		Other	
		Other	

TOTAL FEES 80

☒ Check ☐ Cash

NOTE:

Documents on _____ checks

APPROVED BY: Jm T

3329 0899

0000 0399

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

BOOK --13 PAGE 0385

CERTIFICATE OF LIMITED PARTNERSHIP
OF
C & A LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MAY 7, 1991 AT 9:53 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M3212651

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
ALGIRDAS J. KALNEITIS
568 MILLSHIRE DRIVE
MILLERSVILLE MD 21108

214C3040296

A 357518



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3729 0895

BOOK -- 13 PAGE 0386

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

5-3-91 at 3:04 p.m.

WAREHOUSE SUITES & STORAGE - BWI LIMITED PARTNERSHIP
CERTIFICATE OF LIMITED PARTNERSHIP

Warehouse Suites & Storage - BWI Limited Partnership, a Maryland limited partnership (the "Partnership"), by action of its sole General Partner, certifies:

1. Name. The name of the Partnership is WAREHOUSE SUITES & STORAGE - BWI LIMITED PARTNERSHIP.

2. Principal Office and Resident Agent. The address of the principal office of the Partnership is 12011 Guilford Road, Suite 101, Annapolis Junction, Maryland 20701. The name and address of the resident agent of the Partnership is Warehouse Suites & Storage, Inc., 12011 Guilford Road, Suite 101, Annapolis Junction, Maryland 20701.

3. General Partner. The name and business address of the General Partner of the Partnership are as follows:

Warehouse Suites & Storage, Inc.
12011 Guilford Road, Suite 101
Annapolis Junction, Maryland 20701

4. Partnership Affairs. The affairs of the Partnership shall be governed by Warehouse Suites & Storage - BWI Limited Partnership Agreement of Limited Partnership, dated as of January 8, 1991, which may be amended from time to time ("Agreement").

5. Dissolution. The latest date upon which the Partnership is to dissolve is December 31, 2041.

IN WITNESS WHEREOF, the General Partner of the Partnership has executed this Certificate on this 8th day of January, 1991.

ATTEST:

GENERAL PARTNER:

By: WAREHOUSE SUITES & STORAGE, INC.

Richard E. Israel
Secretary

By: *Kenneth L. Hankin* (SEAL)
Kenneth L. Hankin, Vice President

1991 JUL 17 AM 11:39

40 3 PM 3 04

RECEIVED

11268047

0000 0401

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
GovernorLLOYD W. JONES
DirectorPAUL B. ANDERSON
AdministratorDepartment of Assessments and Taxation
CHARTER DIVISIONRoom 809
301 West Preston Street
Baltimore, Maryland 21201

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.DOCUMENT CODE 05 ^{MA} BUSINESS CODE _____ COUNTY 52
_____ P.A. _____ Religious _____ Close _____ Stock _____ NonstockMerging
(Transferor) _____Surviving
(Transferee) _____

CODE AMOUNT FEE REMITTED

10	_____	Expedited Fee
20	_____	Organ. & Capitalization
61	_____	Rec. Fee (Arts. of Inc.)
62	_____	Rec. Fee (Amendment)
63	_____	Rec. Fee (Merger or Consolidation)
64	_____	Rec. Fee (Transfer)
65	_____	Rec. Fee (Dissolution)
66	_____	Rec. Fee (Revival)
52	_____	Foreign Qualification
50	_____	Cert. of Qual. or Reg.
51	_____	Foreign Name Registration
13	<u>7</u>	<u>1</u> Certified Copy <u>1</u>
56	_____	Penalty
54	_____	For. Supplemental Cert.
53	_____	Foreign Resolution
73	_____	Certificate of Conveyance

Name Change
(New Name) _____

_____	Change of Name
_____	Change of Principal Office
_____	Change of Resident Agent
_____	Change of Resident Agent Address
_____	Resignation of Resident Agent
_____	Designation of Resident Agent and Resident Agent's Address
_____	Other Change

76 _____ Certificate of Merger/Transfer

Code 024

75	_____	Special Fee
80	_____	For. Limited Partnership
83	<u>50</u>	Cert. Limited Partnership
84	_____	Amendment to Limited Partnership
85	_____	Termination of Limited Partnership
21	_____	Recordation Tax
22	_____	State Transfer Tax
23	_____	Local Transfer Tax
31	_____	Corp. Good Standing
NA	_____	Foreign Corp. Registration
87	_____	Limited Part. Good Standing
71	_____	Financial _____ Personal
600	_____	Property Reports and late filing penalties
70	_____	Change of P.O., R.A. or R.A.A.
91	_____	Amend/Cancellation, For. Limited Part.
_____	_____	Other _____
_____	_____	Other _____

ATTENTION: _____

Margaret R. Roberts

MAIL TO ADDRESS: _____

TOTAL
FEES 57.00☒ Check☐ Cash

NOTE:

1129 0697

Documents on _____ checks

APPROVED BY: Paul

000010402

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
WAREHOUSE SUITES & STORAGE - BWI LIMITED
PARTNERSHIP

BOOK --13 PAGE 0388

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MAY 3, 1991 AT 3:04 O'CLOCK P.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

S _____

S 50.00

S _____

M3212305

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
FRANK, BERNSTEIN, CONAWAY
& GOLDMAN-MARGARET R. ROBERTS
300 E LOMBARD STREET
BALTIMORE MD 21202

214C3040261

A 357483



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER, FOLIO.

3329 0695

AT 50

0000 0483

0442.05/RIVERDAL.CLP
CKH/rpj

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

BOOK -- 13 PAGE 0389

5-2-91 at 8:28A.m.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
RIVERDALE LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter this
"Certificate") is made this 25th day of April, 1991 by BRIAN T.
SPEARS, as the General Partner (hereinafter the "Partner").

EXPLANATORY STATEMENT

Brian T. Spears, desiring to organize a limited partnership
under and pursuant to the provisions of the Maryland Revised
Uniform Limited Partnership Act (hereinafter referred to as the
"Act"), hereby form a limited partnership (hereinafter the
"Partnership"), for the purposes and on the terms and conditions
set forth in the limited partnership agreement by and between the
Partners and hereby certify to the Maryland State Department of
Assessments and Taxation as follows:

1. The name of the Partnership shall be "Riverdale Subway
Limited Partnership".
2. The address of the principal office of the Partnership is
2661 Riva Road, Suite 110, Annapolis, Maryland 21401. The name
and address of the resident agent of the Partnership are Cynthia
K. Hitt, Esquire, Two East Fayette Street, Baltimore, Maryland
21202.
3. The name and business address of the General Partner are
Brian T. Spears, c/o Mid-Atlantic Subway Development Companies,
2661 Riva Road, Suite 110, Annapolis, Maryland 21401.

3328 2003

0000 0404

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.


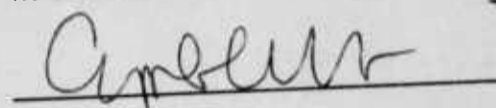
BOOK --13 PAGE 0390

4. The latest date upon which the Partnership is to be dissolved is twenty (20) years from the date of this Certificate.

IN WITNESS WHEREOF, the Partner acknowledges this Certificate of Limited Partnership to be his act, and further acknowledges, to the best of his knowledge, information and belief, the matters and facts set forth herein are true in all material respects, and that he has executed this Certificate of Limited Partnership as of the day and year first above written.

WITNESS:

GENERAL PARTNER:

 (SEAL)

BRIAN T. SPEARS

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52
_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	Name Change (New Name)
10	_____	Expedited Fee	_____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____
65	_____	Rec. Fee (Dissolution)	_____
66	_____	Rec. Fee (Revival)	_____
52	_____	Foreign Qualification	_____
50	_____	Cert. of Qual. or Reg.	_____
51	_____	Foreign Name Registration	_____
13	_____	Certified Copy	_____
56	_____	Penalty	_____
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____

Change of Name
Change of Principal Office
Change of Resident Agent
Change of Resident Agent Address
Resignation of Resident Agent
Designation of Resident Agent and Resident Agent's Address
Other Change _____

76 _____ Certificate of Merger/Transfer

Code _____

75	_____	Special Fee	
80	_____	For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	
84	_____	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	
87	_____	Limited Part. Good Standing	
71	_____	Financial	Personal
600	_____	Property Reports and late filing penalties	
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other	
	_____	Other	

ATTENTION: _____

MAIL TO ADDRESS: _____

Siskind,
Burch et al
Jefferson Bldg.
Two East Fayette St.
Balto Md. 21202

TOTAL FEES 50

Check

Cash

NOTE:

3 Documents on 1 checks

APPROVED BY: _____

3328 2005

0000 0406

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
RIVERDALE SUBWAY LIMITED PARTNERSHIP

BOOK --13 PAGE 0392

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MAY 2, 1991 AT 8:28 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3210853

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
SISKING, BURCH ET AL
ATTN: CYNTHIA HITT
JEFFERSON BLDG.
TWO EAST FAYETTE ST.
BALTIMORE MD 21202

212C3040116

A 357351



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 7328 2002

0000 0407

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

BOOK --13 PAGE 0393

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

0442.05/COLLPK.CLP
CKH/rpj

APPROVED FOR RECORD

5-2-91 at 8:28A. m.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
COLLEGE PARK SUBWAY LIMITED PARTNERSHIP

1991 JUL 17 AM 11:39

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter this
"Certificate") is made this 25th day of April, 1991 by BRIAN T.
SPEARS, as the General Partner (hereinafter the "Partner").

EXPLANATORY STATEMENT

Brian T. Spears, desiring to organize a limited partnership
under and pursuant to the provisions of the Maryland Revised
Uniform Limited Partnership Act (hereinafter referred to as the
"Act"), hereby form a limited partnership (hereinafter the
"Partnership"), for the purposes and on the terms and conditions
set forth in the limited partnership agreement by and between the
Partners and hereby certify to the Maryland State Department of
Assessments and Taxation as follows:

1. The name of the Partnership shall be "College Park Subway
Limited Partnership".
2. The address of the principal office of the Partnership is
2661 Riva Road, Suite 110, Annapolis, Maryland 21401. The name
and address of the resident agent of the Partnership are Cynthia
K. Hitt, Esquire, Two East Fayette Street, Baltimore, Maryland
21202.
3. The name and business address of the General Partner are
Brian T. Spears, c/o Mid-Atlantic Subway Development Companies,
2661 Riva Road, Suite 110, Annapolis, Maryland 21401.

7728 1999

0000 0408

CLERK'S NOTATION

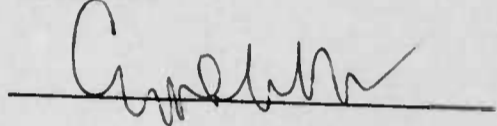
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

BOOK --13 PAGE 0391

4. The latest date upon which the Partnership is to be dissolved is twenty (20) years from the date of this Certificate.

IN WITNESS WHEREOF, the Partner acknowledges this Certificate of Limited Partnership to be his act, and further acknowledges, to the best of his knowledge, information and belief, the matters and facts set forth herein are true in all material respects, and that he has executed this Certificate of Limited Partnership as of the day and year first above written.

WITNESS:



GENERAL PARTNER:



BRIAN T. SPEARS

(SEAL)

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



BOOK **13** PAGE **0395**

Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	Name Change (New Name)
10	_____	Expedited Fee	_____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____
65	_____	Rec. Fee (Dissolution)	_____
66	_____	Rec. Fee (Revival)	_____
52	_____	Foreign Qualification	_____
50	_____	Cert. of Qual. or Reg.	_____
51	_____	Foreign Name Registration	_____
13	_____	Certified Copy	_____
56	_____	Penalty	_____
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____
76	_____	Certificate of Merger/Transfer	_____
75	_____	Special Fee	_____
80	_____	For. Limited Partnership	_____
83	<u>50</u>	Cert. Limited Partnership	_____
84	_____	Amendment to Limited Partnership	_____
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	_____
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	_____	Corp. Good Standing	_____
NA	_____	Foreign Corp. Registration	_____
87	_____	Limited Part. Good Standing	_____
71	_____	Financial	_____
600	_____	Personal	_____
	_____	Property Reports and late filing penalties	_____
70	_____	Change of P.O., R.A. or R.A.A.	_____
91	_____	Amend/Cancellation, For. Limited Part.	_____
	_____	Other	_____
	_____	Other	_____

Code _____

ATTENTION: _____

Cynthia Litt

MAIL TO ADDRESS: _____

Liskind,

Burch et al

Jefferson Bldg.

Two East Fayette St.

Balto Md

21202

TOTAL FEES ✓

3 Documents on 1 checks

APPROVED BY: [Signature]

NOTE:

3328 2001

0000 0410

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

BOOK --13 PAGE 0396

CERTIFICATE OF LIMITED PARTNERSHIP
OF
COLLEGE PARK SUBWAY LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MAY 2, 1991 AT 8:28 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3210846

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
SISKIND, BURCH, ET AL
ATTN: CYNTHIA HITT
JEFFERSON BLDG.
TWO EAST FAYETTE ST.
BALTIMORE

MD 21202

212C3040115

A 357350



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3328 1990

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

0442.11/CERTLTD.PAR
CKH/rpj

BOOK -- 13 PAGE 0397

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

5-2-91 8:28A
CERTIFICATE OF LIMITED PARTNERSHIP
OF
ADELPHI SUBWAY LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter this
"Certificate") is made this 25th day of April, 1991 by BRIAN T.
SPEARS, as the General Partner (hereinafter the "Partner").

1991 JUL 17 AM 11:39

EXPLANATORY STATEMENT

Brian T. Spears, desiring to organize a limited partnership
under and pursuant to the provisions of the Maryland Revised
Uniform Limited Partnership Act (hereinafter referred to as the
"Act"), hereby form a limited partnership (hereinafter the
"Partnership"), for the purposes and on the terms and conditions
set forth in the limited partnership agreement by and between the
Partners and hereby certify to the Maryland State Department of
Assessments and Taxation as follows:

1. The name of the Partnership shall be "Adelphi Subway
Limited Partnership".
2. The address of the principal office of the Partnership is
2661 Riva Road, Suite 110, Annapolis, Maryland 21401. The name
and address of the resident agent of the Partnership are Cynthia
K. Hitt, Esquire, Two East Fayette Street, Baltimore, Maryland
21202.
3. The name and business address of the General Partner are
Brian T. Spears, c/o Mid-Atlantic Subway Development Companies,
2661 Riva Road, Suite 110, Annapolis, Maryland 21401.

1991 MAY 16
8:28
3729 1995

11228106

0000 0412

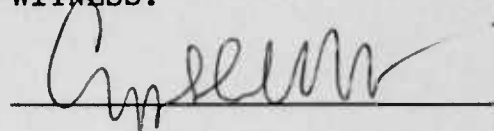
BOOK --13 PAGE 0398

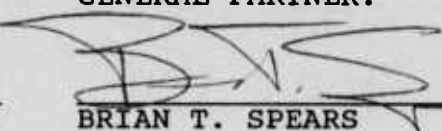
4. The latest date upon which the Partnership is to be dissolved is twenty (20) years from the date of this Certificate.

IN WITNESS WHEREOF, the Partner acknowledges this Certificate of Limited Partnership to be his act, and further acknowledges, to the best of his knowledge, information and belief, the matters and facts set forth herein are true in all material respects, and that he has executed this Certificate of Limited Partnership as of the day and year first above written.

WITNESS:

GENERAL PARTNER:





BRIAN T. SPEARS

(SEAL)

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
GovernorLLOYD W. JONES
DirectorPAUL B. ANDERSON
AdministratorDepartment of Assessments and Taxation
CHARTER DIVISIONRoom 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 13 PAGE 0399

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE

05

BUSINESS CODE

COUNTY

52

#

P.A.

Religious

Close

Stock

Nonstock

Merging

(Transferor)

Surviving

(Transferee)

CODE AMOUNT FEE REMITTED

10		Expedited Fee
20		Organ. & Capitalization
61		Rec. Fee (Arts. of Inc.)
62		Rec. Fee (Amendment)
63		Rec. Fee (Merger or Consolidation)
64		Rec. Fee (Transfer)
65		Rec. Fee (Dissolution)
66		Rec. Fee (Revival)
52		Foreign Qualification
50		Cert. of Qual. or Reg.
51		Foreign Name Registration
13		Certified Copy
56		Penalty
54		For. Supplemental Cert.
53		Foreign Resolution
73		Certificate of Conveyance

Name Change
(New Name)

	Change of Name
	Change of Principal Office
	Change of Resident Agent
	Change of Resident Agent Address
	Resignation of Resident Agent
	Designation of Resident Agent and Resident Agent's Address
	Other Change

76 Certificate of Merger/Transfer

Code

75		Special Fee
80		For. Limited Partnership
83	50	Cert. Limited Partnership
84		Amendment to Limited Partnership
85		Termination of Limited Partnership
21		Recordation Tax
22		State Transfer Tax
23		Local Transfer Tax
31		Corp. Good Standing
NA		Foreign Corp. Registration
87		Limited Part. Good Standing
71		Financial
600		Personal
		Property Reports and late filing penalties
70		Change of P.O., R.A. or R.A.A.
91		Amend/Cancellation, For. Limited Part.
		Other
		Other

ATTENTION:

MAIL TO ADDRESS:

Siskind,
Burch et al
Jefferson Bldg.
Two East Fayette St.
Balto Md. 21202

TOTAL
FEES

50

Check

Cash

NOTE:

3 Documents on

checks

APPROVED BY:

7728 1997

0000 0414

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

BOOK --13 PAGE 0400

CERTIFICATE OF LIMITED PARTNERSHIP
OF
ADELPHI SUBWAY LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND **MAY** 2, 1991 AT 8:28 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ 50.00

M3210838

ANNE ARUNDEL COUNTY

TO THE CLERK OF THE COURT OF

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
SISKIND, BURCH ET AL
ATTN: CYNTHIA HITT
JEFFERSON BLDG.
TWO EAST FAYETTE ST.
BALTIMORE

MD 21202

212C3040114

A 357349



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3328 1994

0000 0415

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

BOOK -- 13 PAGE 0401

LIBERTY/MICHIGAN-7 LIMITED PARTNERSHIP

STATE DEPARTMENT OF ASSESSMENT
AND TAXATION

CERTIFICATE OF LIMITED PARTNERSHIP

APPROVED FOR RECORD

at

4/25/91 12:19

THE UNDERSIGNED, Liberty/Michigan-7 Management, Inc.,
general partner, having formed a Limited Partnership, and being
the sole general partner thereof, does hereby certify:

RECEIVED

91 APR 25 PM 12 19

1. The name of the limited partnership is
Liberty/Michigan-7 Limited Partnership.

2. The principal office of the Partnership in
Maryland is c/o Concepts-to-Operations, Inc., 170 Jennifer
Road; Suite 130, Annapolis, Maryland 21401, and the name and
address of the resident agent of the Partnership are The
Corporation Trust Incorporated, 32 South Street, Baltimore,
Maryland 21202.

1991 JUL 17 AM 11:39

3. The name and business, residence or mailing
address of the General Partner is as follows:

Name	Address
Liberty/Michigan-7 Management, Inc.	c/o Concepts-to-Operations, Inc. 170 Jennifer Road; Suite 130 Annapolis, Maryland 21401

4. The latest date upon which the Partnership is to
dissolve is December 31, 2011.

IN WITNESS WHEREOF, the General Partner of the Partnership
has executed this Certificate of Limited Partnership this 23 day of
April, 1991.

WITNESS:

GENERAL PARTNER:

Liberty/Michigan-7 Management, Inc.

By:

Sandra Littlefield, President

3638/BLUCRP

11158746

3326 1997

0000 0416

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
GovernorLLOYD W. JONES
DirectorPAUL B. ANDERSON
AdministratorDepartment of Assessments and Taxation
CHARTER DIVISIONRoom 809
301 West Preston Street
Baltimore, Maryland 21201

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging
(Transferor) _____Surviving
(Transferee) _____

CODE AMOUNT FEE REMITTED

10	<u>70</u>	Expedited Fee
20		Organ. & Capitalization
61		Rec. Fee (Arts. of Inc.)
62		Rec. Fee (Amendment)
63		Rec. Fee (Merger or Consolidation)
64		Rec. Fee (Transfer)
65		Rec. Fee (Dissolution)
66		Rec. Fee (Revival)
52		Foreign Qualification
50		Cert. of Qual. or Reg.
51		Foreign Name Registration
13	<u>9</u>	<u>2</u> Certified Copy <u>2</u>
56		Penalty
54		For. Supplemental Cert.
53		Foreign Resolution
73		Certificate of Conveyance
76		Certificate of Merger/Transfer
75		Special Fee
80		For. Limited Partnership
83	<u>50</u>	Cert. Limited Partnership
84		Amendment to Limited Partnership
85		Termination of Limited Partnership
21		Recordation Tax
22		State Transfer Tax
23		Local Transfer Tax
31		Corp. Good Standing
NA		Foreign Corp. Registration
87		Limited Part. Good Standing
71		Financial
600		_____ Personal
		Property Reports and
		late filing penalties
70		Change of P.O., R.A. or R.A.A.
91		Amend/Cancellation, For. Limited Part.
		Other
		Other

Name Change
(New Name) _____

_____ Change of Name
 _____ Change of Principal Office
 _____ Change of Resident Agent
 _____ Change of Resident Agent Address
 _____ Resignation of Resident Agent
 _____ Designation of Resident Agent
 _____ and Resident Agent's Address
 _____ Other Change

Code 063ATTENTION: Leah Schuman

MAIL TO ADDRESS: _____

TOTAL FEES 124☒ Check☐ Cash

NOTE:

Documents on _____ checks

APPROVED BY: PCMCERTIFIED
COPY MADE

26 1999

0000 0417

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

BOOK --13 PAGE 0403

CERTIFICATE OF LIMITED PARTNERSHIP
OF
LIBERTY/MICHIGAN-7 LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND APRIL 25, 1991 AT 12:19 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$

\$ 50.00

\$

M3205994

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
VENABLE, BAETJER & HOWARD
ATTN: LEAH SCHUMAN
2 HOPKINS PLAZA
1800 MERCANTILE BANK & TRUST BLDG
BALTIMORE MD 21201

206C3041747

A 356661



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3326 1996

AT5-000

0000 0418

BOOK --13 PAGE 0404

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP OF ASSESSMENTS
OF AND TAXATION
177
LIMITED PARTNERSHIP APPROVED FOR RECORD

5-2-91 at 3:03 p.m.

THIS AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Certificate") is made this ____ day of _____, 1991, by Franklin Paulson, Personal Representative of the Estate of Robert Podrog, as the Withdrawing General Partner and Franklin Paulson, as the sole remaining General Partner.

EXPLANATORY STATEMENT

177 Limited Partnership (the "Partnership") was formed pursuant to a Certificate and Agreement of Limited Partnership, dated November 6, 1986, recorded on November 6, 1986 with the State Department of Assessments and Taxation (the "SDAT") (the "Original Certificate").

Robert Podrog, a General Partner, died on December 8, 1987 and his General Partner Interest was converted to that of a Limited Partner by operation of law.

In order to reflect changes to the Maryland Revised Uniform Limited Partnership Act (the "Act"), and to reflect the withdrawal of Robert A. Podrog as a General Partner in the Partnership, the Partners of the Partnership (the "Partners") desire to amend and restate the Original Certificate in its entirety, changing only those terms allowed to be changed therein by the Act, (including without limitation, deleting information with respect to the limited partners), it being the intent of the Partners that the filing of this Certificate shall have no substantive effect whatsoever on the affairs of the Partnership other than those set forth herein and in the Act.

NOW, THEREFORE, the sole remaining General Partner hereby certifies to the Maryland State Department of Assessments and Taxation as follows:

1. The business of the Partnership shall continue to be conducted under the name "177 Limited Partnership."

2. The purposes for which the Partnership is formed are as follows: (a) to engage in the ownership and related activities of commercial real estate; and (b) to do any and all things necessary convenient or incidental to the foregoing.

3. Robert A. Podrog, a General Partner, is deceased and removed as General Partner, and his General Partner Interest has been converted to that of a Limited Partner.

11238312

0000 0419

1991 JUL 17 AM 11:39

3330 1136

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

BOOK -- 13 PAGE 0405

4. The address of the principal office of the Partnership in the State of Maryland is 1919 West Street, Annapolis, Maryland 21401. The name and address of the resident agent of the Partnership are Franklin Paulson, 6817 Melody Lane, Bethesda, Maryland 20817. The resident agent is an individual actually residing in this State.

5. The name and business address of the General Partner is Franklin Paulson, 4420 Connecticut Avenue, N.W., Washington, D.C. 20008.

6. The Partnership had a term beginning as of November 6, 1986 in accordance with the Original Certificate. The latest date upon which the Partnership shall be dissolved and its affairs wound up is December 31, 2040.

7. Until further amended by a separate instrument, the Original Certificate shall serve as the Agreement of Limited Partnership of the Partners and the Partnership and this Certificate shall serve as the Certificate of Limited Partnership of the Partnership. All references in the Original Certificate to "certificate" are hereby deleted from the Original Certificate.

IN WITNESS WHEREOF, the sole remaining General Partner acknowledges that this Amended and Restated Certificate of Limited Partnership is his act, and further acknowledges, under penalties of perjury, to the best of his knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that he has executed this Amended and Restated Certificate of Limited Partnership under seal as of the day and year first above written.

WITNESS:

Darlene M. Zing
Darlene M. Zing

SOLE REMAINING GENERAL PARTNER:

Franklin Paulson (SEAL)
Franklin Paulson, general partner

WITHDRAWING GENERAL PARTNER:

Franklin Paulson (SEAL)
Franklin Paulson, Personal
Representative of the Estate
of Robert A. Podrog

3330 1137

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
GovernorLLOYD W. JONES
DirectorPAUL B. ANDERSON
AdministratorDepartment of Assessments and Taxation
CHARTER DIVISIONRoom 809
301 West Preston Street
Baltimore, Maryland 21201

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.DOCUMENT CODE 208 BUSINESS CODE _____ COUNTY 52
M2229979 _____ P.A. _____ Religious _____ Close _____ Stock _____ NonstockMerging
(Transferor) _____Surviving
(Transferee) _____

CODE AMOUNT FEE REMITTED

10	_____	Expedited Fee
20	_____	Organ. & Capitalization
61	_____	Rec. Fee (Arts. of Inc.)
62	_____	Rec. Fee (Amendment)
63	_____	Rec. Fee (Merger or Consolidation)
64	_____	Rec. Fee (Transfer)
65	_____	Rec. Fee (Dissolution)
66	_____	Rec. Fee (Revival)
52	_____	Foreign Qualification
50	_____	Cert. of Qual. or Reg.
51	_____	Foreign Name Registration
13	<u>8</u>	<u>1</u> Certified Copy <u>2</u>
56	_____	Penalty
54	_____	For. Supplemental Cert.
53	_____	Foreign Resdution
73	_____	Certificate of Conveyance
76	_____	Certificate of Merger/Transfer
75	_____	Special Fee
80	_____	For. Limited Partnership
83	_____	Cert. Limited Partnership
84	<u>50</u>	Amendment to Limited Partnership
85	_____	Termination of Limited Partnership
21	_____	Recordation Tax
22	_____	State Transfer Tax
23	_____	Local Transfer Tax
31	_____	Corp. Good Standing
NA	_____	Foreign Corp. Registration
87	_____	Limited Part. Good Standing
71	_____	Financial
600	_____	_____ Personal
	_____	Property Reports and late filing penalties
70	_____	Change of P.O., R.A. or R.A.A.
91	_____	Amend/Cancellation, For. Limited Part.
	_____	Other
	_____	Other

Name Change
(New Name) _____
☒ Change of Name
☒ Change of Principal Office
☒ Change of Resident Agent
☒ Change of Resident Agent Address
☐ Resignation of Resident Agent
☐ Designation of Resident Agent and Resident Agent's Address
☐ Other Change _____
Code 024

ATTENTION: _____

MAIL TO ADDRESS: _____

TOTAL
FEES 58☒

Check

Cash

Documents on _____

checks

APPROVED BY: JMTNOTE: Copy made

2330 1138

0000 0421

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF AMENDMENT
OF
177 LIMITED PARTNERSHIP

BOOK --13 PAGE 0407

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MAY 2, 1991 AT 3:03 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M2229979

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
FRANK, BERNSTEIN, CONAWAY
& GOLDMAN
300 E LOMBARD STREET
BALTIMORE MD 21202

217C3040719

A 357999



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3330 1135

0000 0422

BOOK --13 PAGE 0408

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

0442.05/WDOVER
CKH/rpj

APPROVED FOR RECORD

5-23-91 at 8:41 A.M. 1991 MAY 23 A 8:41

CERTIFICATE OF LIMITED PARTNERSHIP
OF
WEST DOVER SUBWAY LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter this
"Certificate") is made this 16 day of May, 1991 by BRIAN T.
SPEARS, as the General Partner (hereinafter the "Partner").

EXPLANATORY STATEMENT

Brian T. Spears, desiring to organize a limited partnership
under and pursuant to the provisions of the Maryland Revised
Uniform Limited Partnership Act (hereinafter referred to as the
"Act"), hereby form a limited partnership (hereinafter the
"Partnership"), for the purposes and on the terms and conditions
set forth in the limited partnership agreement by and between the
Partners and hereby certify to the Maryland State Department of
Assessments and Taxation as follows:

1. The name of the Partnership shall be "West Dover Subway
Limited Partnership".

2. The address of the principal office of the Partnership is
2661 Riva Road, Suite 110, Annapolis, Maryland 21401. The name
and address of the resident agent of the Partnership are Cynthia
K. Hitt, Esquire, Two East Fayette Street, Baltimore, Maryland
21202.

3. The name and business address of the General Partner are
Brian T. Spears, c/o Mid-Atlantic Subway Development Companies,
2661 Riva Road, Suite 110, Annapolis, Maryland 21401.

11438020

3333 2074

0000 0423

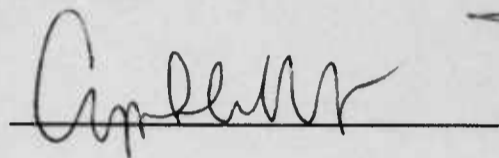
BOOK --13 PAGE 0409

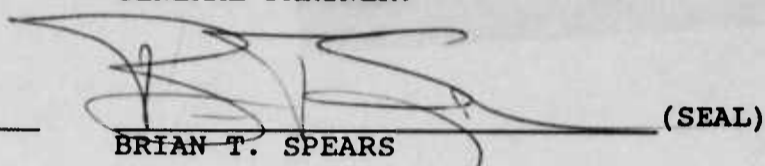
4. The latest date upon which the Partnership is to be dissolved is twenty (20) years from the date of this Certificate.

IN WITNESS WHEREOF, the Partner acknowledges this Certificate of Limited Partnership to be his act, and further acknowledges, to the best of his knowledge, information and belief, the matters and facts set forth herein are true in all material respects, and that he has executed this Certificate of Limited Partnership as of the day and year first above written.

WITNESS:

GENERAL PARTNER:



 (SEAL)
BRIAN T. SPEARS

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL E. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

DOCUMENT CODE

BUSINESS CODE

COUNTY

#

P.A.

Religious

Close

Stock

Nonstock

Merging
(Transferor)

Surviving
(Transferee)

CODE AMOUNT FEE REMITTED

10 Expedited Fee
20 Organ. & Capitalization
61 Rec. Fee (Arts. of Inc.)
62 Rec. Fee (Amendment)
63 Rec. Fee (Merger or
Consolidation)
64 Rec. Fee (Transfer)
65 Rec. Fee (Dissolution)
66 Rec. Fee (Revival)
52 Foreign Qualification
50 Cert. of Qual. or Reg.
51 Foreign Name Registration
13 Certified Copy
56 Penalty
54 For. Supplemental Cert.
53 Foreign Resolution
73 Certificate of Conveyance

Name Change
(New Name)

Change of Name
Change of Principal Office
Change of Resident Agent
Change of Resident Agent
Address
Resignation of Resident Agent
Designation of Resident Agent
and Resident Agent's Address
Other Change

76 Certificate of Merger/Transfer

75 Special Fee
80 For. Limited Partnership
83 Cert. Limited Partnership
84 Amendment to Limited Partnership
85 Termination of Limited Partnership
21 Recordation Tax
22 State Transfer Tax
23 Local Transfer Tax
31 Corp. Good Standing
NA Foreign Corp. Registration
87 Limited Part. Good Standing
71 Financial
600 Personal
Property Reports and
late filing penalties
70 Change of P.O., R.A. or R.A.A.
91 Amend/Cancellation, For. Limited Part.
Other
Other

Code

ATTENTION:

MAIL TO ADDRESS:

TOTAL FEES

Check

Cash

NOTE:

Documents on

checks

APPROVED BY:

3333 2076

0000-0425

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

BOOK --13 PAGE 0411

CERTIFICATE OF LIMITED PARTNERSHIP
OF
WEST DOVER SUBWAY LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MAY 23, 1991 AT 8:41 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3223187

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
SISKING, BURCH, GRADY, AND ROSEN
ATTN: CYNTHIA K. KITT
JEFFERSON BUILDING
TWO EAST FAYETTE ST.
BALTIMORE MD 21202

227C3041999

A 359168



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER, FOLIO. 3333 2073

ATD-000

0000 0426

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

BOOK -- 13 PAGE 0412

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION0442.05/CASTLE.CLP
CKH/rpj

APPROVED FOR RECORD

15-93 7/ 47 8:41 4

**CERTIFICATE OF LIMITED PARTNERSHIP
OF
SOUTH NEW CASTLE SUBWAY LIMITED PARTNERSHIP**

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter this "Certificate") is made this 16th day of May, 1991 by BRIAN T. SPEARS, as the General Partner (hereinafter the "Partner").

EXPLANATORY STATEMENT

Brian T. Spears, desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), hereby form a limited partnership (hereinafter the "Partnership"), for the purposes and on the terms and conditions set forth in the limited partnership agreement by and between the Partners and hereby certify to the Maryland State Department of Assessments and Taxation as follows:

1. The name of the Partnership shall be "South New Castle Subway Limited Partnership".
2. The address of the principal office of the Partnership is 2661 Riva Road, Suite 110, Annapolis, Maryland 21401. The name and address of the resident agent of the Partnership are Cynthia K. Hitt, Esquire, Two East Fayette Street, Baltimore, Maryland 21202.
3. The name and business address of the General Partner are Brian T. Spears, c/o Mid-Atlantic Subway Development Companies, 2661 Riva Road, Suite 110, Annapolis, Maryland 21401.

3333 2070

0000 0427

1991 JUL 17 AM 11:40

CLERK'S NOTATION

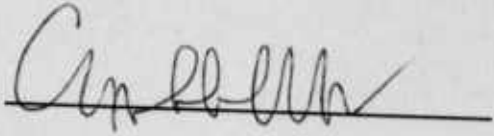
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

BOOK --13 PAGE 0413

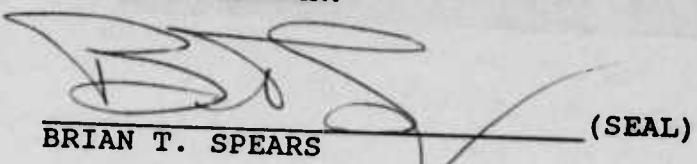
4. The latest date upon which the Partnership is to be dissolved is twenty (20) years from the date of this Certificate.

IN WITNESS WHEREOF, the Partner acknowledges this Certificate of Limited Partnership to be his act, and further acknowledges, to the best of his knowledge, information and belief, the matters and facts set forth herein are true in all material respects, and that he has executed this Certificate of Limited Partnership as of the day and year first above written.

WITNESS:



GENERAL PARTNER:


BRIAN T. SPEARS (SEAL)

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
GovernorLLOYD W. JONES
DirectorPAUL B. ANDERSON
AdministratorDepartment of Assessments and Taxation
CHARTER DIVISIONRoom 809
301 West Preston Street
Baltimore, Maryland 21201

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.DOCUMENT CODE 057 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging
(Transferor) _____Surviving
(Transferee) _____

CODE AMOUNT FEE REMITTED

10 _____ Expedited Fee
20 _____ Organ. & Capitalization
61 _____ Rec. Fee (Arts. of Inc.)
62 _____ Rec. Fee (Amendment)
63 _____ Rec. Fee (Merger or
Consolidation)
64 _____ Rec. Fee (Transfer)
65 _____ Rec. Fee (Dissolution)
66 _____ Rec. Fee (Revival)
52 _____ Foreign Qualification
50 _____ Cert. of Qual. or Reg.
51 _____ Foreign Name Registration
13 _____ Certified Copy
56 _____ Penalty
54 _____ For. Supplemental Cert.
53 _____ Foreign Resolution
73 _____ Certificate of Conveyance

Name Change
(New Name) _____

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent
Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent
and Resident Agent's Address
_____ Other Change

76 _____ Certificate of Merger/Transfer

75 _____ Special Fee
80 _____ For. Limited Partnership
83 50 _____ Cert. Limited Partnership
84 _____ Amendment to Limited Partnership
85 _____ Termination of Limited Partnership
21 _____ Recordation Tax
22 _____ State Transfer Tax
23 _____ Local Transfer Tax
31 _____ Corp. Good Standing
NA _____ Foreign Corp. Registration
87 _____ Limited Part. Good Standing
71 _____ Financial
600 _____ Personal

Code _____

ATTENTION: Cynthia K. Kitt

MAIL TO ADDRESS: _____

Siskind, Burch, Grady,
and Rosen
Jefferson Bldg.
Two East Fayette St.
Baltimore, Md. 21202

TOTAL
FEES 50☒ Check☐ Cash

NOTE: _____

2 Documents on 1 checksAPPROVED BY: WJS

3333 2072

0000 0429

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

BOOK --13 PAGE 0415

CERTIFICATE OF LIMITED PARTNERSHIP
OF
SOUTH NEW CASTLE SUBWAY LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MAY 23, 1991 AT 8:41 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3223179

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
SISKIND, BURCH, GRADY, AND ROSEN
ATTN: CYNTHIA K. KITT
TWO EAST FAYETTE ST.
JEFFERSON BUILDING
BALTIMORE MD 21202

227C3041998

A 359167



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER, FOLIO.

3333 2069

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

BOOK -- 13 PAGE 0416

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

RECEIVED FOR RECORD

5/24/91

1:53p

CERTIFICATE OF LIMITED PARTNERSHIP

RECEIVED
'91 MAY 24 PM 1:53
STATE DEPT. OF
ASSESSMENTS & TAXATION

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made this 2
day of January, 1991, by the undersigned
parties.

WITNESSETH

I, the undersigned party, constituting the general partner of
J.A.C. Limited Partnership hereby certify that::

Throughout this Certificate, any word or words that are
defined in the Maryland Revised Uniform Limited Partnership Act,
as amended from time to time ("MRULPA"), shall have the same
meaning as provided in the MRULPA, and the word or words listed
below within quotation marks shall be deemed to include the words
which follow them:

- A. "Certificate" - This Certificate of Limited Partnership.
B. "Partnership" - This Limited Partnership.

1. PARTNERSHIP NAME:

The name of the Partnership shall be "J.A.C. Limited
Partnership".

2. PRINCIPAL OFFICE and RESIDENT AGENT:

The address of the principal office of the Partnership
in the State of Maryland is: 116 Defense Highway, Suite 102,
Annapolis, Maryland 21401.

The name and address of the resident agent of the Partnership
in this State is Anthony Conte, whose address is: 116 Defense
Highway, Suite 102, Annapolis, Maryland 21401.

11488478

3333 2049

0000 0431

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

BOOK --13 PAGE 0417

3. NAME and ADDRESS of GENERAL PARTNER:

The name and the business, residence, or mailing address of the general partner is as set forth on the signature page hereof.

4. DISSOLUTION:

Partnership is empowered to do business for Fifty (50) years from the date of execution of this agreement with rights to continue.

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been signed this 2 day of January, 1991.

GENERAL PARTNER:

J & A BUILDERS, INC.
116 Defense Highway
Suite 102
Annapolis, Maryland 21401

BY:

PRESIDENT

LIMITED PARTNER:

JOSEPH CONTE
116 Defense Highway
Suite 102
Annapolis, Maryland 21401

LIMITED PARTNER:

ANTHONY CONTE

Anthony H Conte
116 Defense Highway
Suite 102
Annapolis, Maryland 21401

7333 2049

0000 0432

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



BOOK -- 13 PAGE 0418

Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE AMOUNT FEE REMITTED

10 30 Expedited Fee
20 _____ Organ. & Capitalization
61 _____ Rec. Fee (Arts. of Inc.)
62 _____ Rec. Fee (Amendment)
63 _____ Rec. Fee (Merger or Consolidation)
64 _____ Rec. Fee (Transfer)
65 _____ Rec. Fee (Dissolution)
66 _____ Rec. Fee (Revival)
52 _____ Foreign Qualification
50 _____ Cert. of Qual. or Reg.
51 _____ Foreign Name Registration
13 _____ Certified Copy
56 _____ Penalty
54 _____ For. Supplemental Cert.
53 _____ Foreign Resolution
73 _____ Certificate of Conveyance

Name Change
(New Name) _____

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent
_____ and Resident Agent's Address
_____ Other Change

76 _____ Certificate of Merger/Transfer

Code _____

75 _____ Special Fee
80 _____ For. Limited Partnership
83 50 Cert. Limited Partnership
84 _____ Amendment to Limited Partnership
85 _____ Termination of Limited Partnership
21 _____ Recordation Tax
22 _____ State Transfer Tax
23 _____ Local Transfer Tax
31 _____ Corp. Good Standing
NA _____ Foreign Corp. Registration
87 _____ Limited Part. Good Standing
71 _____ Financial
600 _____ Personal
Property Reports and late filing penalties
70 _____ Change of P.O., R.A. or R.A.A.
91 _____ Amend/Cancellation, For. Limited Part.
Other _____
Other _____

ATTENTION: _____

MAIL TO ADDRESS: _____

John Warren
#204
116 Defense Hwy
Annapolis Md
21401

TOTAL FEES 80

☒ Check _____ Cash

NOTE:

Documents on _____ checks

APPROVED BY: JS

new up
stat file

ack-mail

3333 2050

0000 0433

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

BOOK -- 13 PAGE 0419

CERTIFICATE OF LIMITED PARTNERSHIP
OF
J.A.C. LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MAY 24, 1991 AT 1:53 O'CLOCK P.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3223112

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
JOHN WARREN
116 DEFENSE HWY., #204
ANNAPOLIS MD 21401

227C3041992

A 359163



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3333 2047

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

BOOK --13 PAGE 0120

APPROVED FOR RECORD

CERTIFICATE OF LIMITED PARTNERSHIP

5-1-91

at

8:22 A

BONAVENTURE GROUP LIMITED PARTNERSHIP

LIMITED PARTNERSHIP AGREEMENT

"The securities represented by this Agreement have not been registered under either the Securities Act of 1933 (the "Act") or applicable state securities laws (the "State Acts") and shall not be sold, pledged, hypothecated, donated or otherwise transferred (whether or not for consideration) by the holder except upon the issuance to the Partnership of a favorable opinion of its counsel and/or submission to the Partnership of such other evidence as may be satisfactory to counsel to the Partnership, to the effect that any such transfer shall not be in violation of the Act and the State Acts."

Section No.

TABLE OF CONTENTS

Page No.

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2.	Definitions	1
3.	Principal Office	2
4.	Purposes	2
5.	Filing of Initial Certificate	3
6.	Term	3
7.	Partners; Partnership Interests; Contributions	3
8.	Allocations of Profits and Losses	6
9.	Distributions	7

(i)

11218285

3328 0055

0000 0435

BOOK --13 PAGE 0421

<u>Section No.</u>		<u>Page No.</u>
10.	Rights and Powers of General Partners; Management of Partnership Business	8
11.	Legal Title to Partnership Property	13
12.	Status of Limited Partners	14
13.	Assignability of Partnership Interests	15
14.	General Partner Ceasing to be Such	19
15.	Dissolution of the Partnership	19
16.	Bank Accounts	21
17.	Books of Account; Accounting Year; Audits; Reports to Limited Partners	21
18.	Indemnification	22
19.	Miscellaneous Provisions	23
20.	Governing Law	25
21.	Burden and Benefit	25
22.	Counterparts Execution	25

(ii)

7728 0056

0000 0436

BOOK - - 13 PAGE 0422

LIMITED PARTNERSHIP AGREEMENT

This Limited Partnership Agreement is made 25th day of April 1991, by and between LAWRENCE J. WHITE and KAREN U. WHITE as General Partners; and LAWRENCE J. WHITE and KAREN U. WHITE, Q.E. CAPITAL CORP, and RJR ASSOCIATES, LTD., as Limited Partners.

RECITAL

The parties hereto desire to acquire, in the name of the partnership, a tract of land located in the Fourth Taxing District of Anne Arundel County, Maryland, titled in the name of Bonaventure North Associates Partnership, to develop said land and to construct thereon and sell residential dwelling units. In order to accomplish their desires, the parties hereto wish to join together in a Limited Partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act, Title 10 of the Corporations and Associations Article of the Annotated Code of Maryland.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, each to the other, and of other good and valuable consideration, receipt of which is hereby acknowledged, it is mutually agreed by and between the parties hereto as follows:

1. Name. The name of this limited partnership shall be "Bonaventure Group Limited Partnership".

2. Definitions. Throughout this Agreement, any word or words that are defined in the Maryland Revised Uniform Limited Partnership Act (MRULPA), as amended from time to time, shall have the same meaning as provided in the MRULPA, and the words

1322 0057

0000 0437

BOOK --13 PAGE 0423

listed below within quotation marks shall be deemed to include the words which follow them:

2.1 "Agreement" - This Limited Partnership Agreement.

2.2 "Partnership" - This Limited Partnership".

2.3 "Property" - being approximately 11.5821 acres on Bretwert Avenue, Odenton, Maryland, as more particularly described in a deed recorded among the Land Records of Anne Arundel County in Liber 4890, Folio 398.

3. Principal Office of Partnership. The address of the principal office of the Partnership in this State shall be located at 428 Fourth Street, Suite 1, Annapolis, Maryland 21403. The Partnership may have such other or additional offices as the General Partners, in their sole discretion, shall deem necessary or advisable. The name and address of the Resident Agent of the Partnership in this State is Lawrence J. White, 3334 Harness Creek Road, Annapolis, Maryland 21403.

4. Purposes. The purposes for which the Partnership is formed are as follows:

4.1 The Partnership shall acquire the Contract Right to Purchase in fee simple the Property. The Partnership shall then acquire the Property and construct thereon residential dwelling units, at the highest density permitted by Anne Arundel County zoning laws, and in that connection, the Partnership shall hire the Limited Partners under separate contracts to manage development and marketing of said parcel and said dwelling units. The Limited Partners shall receive a

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fee in the amount of five (5) percent of the gross sales revenue earned by the Partnership and said fee shall be payable equally to the Limited Partners as follows:

- a. Lawrence J. White and Karen V. White 33 1/3%
- b. Q. E. Capital Corp. 33 1/3%
- c. RJR Associates, Ltd. 33 1/3%.

4.2 The Partnership may also do and engage in any and all other things and activities incident to the acquisition, development, construction and sale of the Property.

4.3 The Partnership may engage in any other business or make any other transaction which the General Partners, in their sole discretion, shall deem to be reasonably related to the furtherance of the foregoing purposes of the Partnership.

5. Filing of Initial Certificate. The General Partners shall (a) promptly prepare an Initial Certificate of Limited Partnership (the "Certificate") to be filed in the State Department of Assessments and Taxation of Maryland (the "Department") and such other place or places as may be required by law; (b) file the Certificate with the Department; (c) do all other things requisite for the due formation of the Partnership as a Limited Partnership pursuant to the laws of the State of Maryland.

6. Term. The Partnership shall be formed at the time of the filing of the Certificate with the Department. Unless sooner terminated pursuant to the further provisions of this Agreement, the Partnership shall continue until the close of business on December 31, 1992.

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7. Partners; Partnership Interests; Contributions.

7.1 The name and the home or business address of each partner and the type and class, if any of partnership interest, original contribution and percentage of partnership interest of each of the partners are as follows:

7.1.1 General Partners.

a. Lawrence J. White and Karen V. White, 3334 Harness Creek Road, Annapolis, Maryland 21403. Original Contribution is \$10.00 and a promise to loan to the Partnership \$10,000 as a deposit on the Contract to purchase the Property from Bonaventure North Associates Partnership and a promise to loan to the Partnership that amount necessary to pay the engineering and such other costs necessary to achieve Record Plat. Partnership Interest - 1% of the Net Profits.

7.1.2 Limited Partners.

a. Lawrence J. White and Karen V. White, 3334 Harness Creek Road, Annapolis, Maryland 21403. Original Contribution (see 7.1.1 above) Partnership Interest: 59% of the net profits.

b. Q.E. Capital Corp, 3 Church Circle, Suite 236, Annapolis Maryland 21401. Original Contribution - \$1.00 and its expertise as business and financial consultant to the Partnership. Partnership Interest: 20% of the net profits.

c. RJR Associates, Ltd., 149 Georgetown Road, Annapolis, Maryland 21403. Original Contribution - \$1.00 and its expertise in development of the Property and construction of the dwellings. Partnership Interest: 20% of the net profits.

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7.2. The original contribution of each partner as set forth above shall be contributed and paid in cash or in services to the Partnership upon execution of this Agreement by each respective partner.

7.3. An individual capital account shall be maintained for each partner. The capital account of each partner shall consist of his original contribution, increased by (a) additional contribution made by him, and (b) his share of Partnership net profits, and decreased by (i) distributions of such net profits and capital to him, and (ii) his share of Partnership losses.

7.4. Except as set forth in this Agreement no partner shall be entitled to receive any distributions from the Partnership. A limited partner shall have the right to withdraw from the Partnership on not less than six (6) months' prior written notice to each General Partner at his address on the books of the Partnership. On withdrawal, a withdrawing partner shall be entitled to receive from the Partnership any distribution to which he would otherwise be entitled under this Agreement, prorated to the date of withdrawal, but only if, as and when such distribution shall be made by the Partnership to the non-withdrawing partners; a withdrawing partner shall not be entitled to receive from the Partnership the fair value of his Partnership interest in the Partnership as of the date of withdrawal. Prior to the dissolution and winding up of the Partnership, no partner shall be entitled to receive distributions which constitute a return of any part of that partner's contribution to the Partnership or in respect of his partnership interest. Except to the extent otherwise required by MRULPA, no partner shall be

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required to reimburse the Partnership or any partners for distributions made to him in excess of the amount of his contribution or for any negative balance in his capital account. No Limited Partner shall have any right to demand and receive property (other than cash) of the Partnership in return of his contributions.

7.5. Except to the extent otherwise required by the MRULPA, no Limited Partner shall be required to make any contribution to the Partnership in excess of his original contribution, other than the services set forth in Paragraph 7.1.2.

8. Allocations of Profits and Losses.

8.1. For purposes of this Agreement and until determined otherwise by the General Partners, in their sole discretion, the term fiscal year shall mean the calendar year (the "fiscal year").

8.2. The profits and losses of the Partnership shall be determined for each fiscal year of the Partnership in accordance with the accounting methods followed for federal income tax purposes and otherwise in accordance with generally accepted accounting principles and procedures applied in a consistent manner. For purposes of Sections 702 and 704 of the Internal Revenue Code of 1986, or the corresponding sections of any future Internal Revenue law, or any similar tax law of any state or jurisdiction, and for such purposes only, the determining of each partner's distributive share of all Partnership items of income, gain, deduction, loss, credit or allowance for any period or year shall be made in proportion to the amounts of the partners' respective percentages or partnership interest.

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8.3. The profits of the Partnership shall be shared among the partners in proportion to each partner's respective percentage of partnership interest and the losses of the Partnership shall be borne solely by the General Partners.

9. Distributions.

9.1 For purposes of this Agreement:

9.1.1. "Net Cash Flow" shall mean:

9.1.1.1 Taxable income for federal income tax purposes as shown on the books of the Partnership, including dividends, capital gains, involuntary conversions, and gains or losses from Section 1231 property, as defined in the Internal Revenue Code of 1986, and any charitable contributions, increased by (a) the amount of the depreciation deductions taken in computing such taxable income, and (b) any non-taxable income received by the Partnership (not including proceeds of any loans), and reduced by (i) payments upon the principal of any indebtedness, secured or unsecured, of the Partnership, (ii) expenditures for capital improvements, additions or replacements (except to the extent financed through any Partnership indebtedness, secured or unsecured), and (iii) any cash outlays which are used in computing the Partnership's federal taxable income, such as reserves for said improvements, additions or replacements, and such reserves for repairs and reserves to meet anticipated expenses as the General Partners shall deem to be reasonable necessary; plus

9.1.1.2. Any other funds deemed by the General Partners to be available for distribution.

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9.2. The Net Cash Flow of the Partnership shall be distributed at least annually among the partners in proportion to each partner's respective percentage of partnership interest.

9.3. The net proceeds from the sale of all or any portion of the Property or any excess funds resulting from the placement or refinancing of any mortgage on the Property or the encumbrancing of the Property in any other manner shall be distributed to the partners in proportion to each partner's respective percentage of partnership interest.

10. Rights and Powers of General Partners; Management of Partnership Business.

10.1 The General Partners shall have sole and complete control of the management and operation of the affairs and business of the Partnership and shall operate the Partnership for the benefit of all of the partners. The General Partners shall act only upon the consent of the majority in number of the General Partners; provided, however, one of their signatures shall be sufficient to bind the Partnership so long as such signatory has the written consent thereto of the other General Partners. The General Partners shall not have the right to withdraw as General Partners from the Partnership and any withdrawal by a General Partner shall be in breach and violation of this Agreement.

10.2. The General Partners (acting for and on behalf and at the expense of the Partnership), in extension and not in limitation of the rights and powers given by law or by the other provisions of this Agreement, shall, in their sole discretion, have the full and entire right, power and authority in the management of the business and affairs of the Partnership:

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10.2.1. To purchase, acquire, own, lease, manage and operate, either directly or indirectly, improved or unimproved real estate of any kind (or any interest or interest therein), and to carry on any and all activities related thereto; and to invest and reinvest any funds or monies of the Partnership in such property, real, personal, or mixed, as may be consistent with the purposes of the Partnership set forth in Section 4 hereof.

10.2.2. Subject to the provisions of Section 12.3 hereof, to sell, with or without notice, at public or private sale, and to exchange, trade, transfer, assign, convey, mortgage or otherwise encumber, finance, lease for any term (including a term extending beyond the term of this Partnership), pledge, appraise, or have appraised, apportion, divide in kind, borrow on, hypothecate or give options for any and all of the Partnership property, whether realty or personalty, upon such terms and conditions as the General Partners, in their sole discretion, may deem to be in the best interest of the Partnership, and in so doing to execute, acknowledge, seal and deliver all necessary documents or instruments.

10.2.3. To cause the Partnership to participate in any capacity (whether as stockholder, bondholder, creditor, partner, venturer, member, fiduciary, beneficiary or otherwise) in any business or organization or enterprise, whether incorporated or unincorporated, and in any manner or form whatsoever.

10.2.4. To employ agents, servants, employees and independent contractors to assist in or assume full responsibility for the management and operation of the Partnership business, including persons

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related to or affiliated with the General Partners, and, in each such instance, to pay them reasonable compensation therefor.

10.2.5. To commence or defend litigation with respect to the Partnership or any of its assets or liabilities; to compromise, settle, arbitrate, or otherwise adjust claims in favor of or against the Partnership and to insure its assets and undertakings and the General Partners against any and all risks.

10.2.6. To make loans and extend credit to the Partnership; to borrow money from any partner, bank, lending institution, and other lender for any Partnership purpose, and in connection therewith, issue notes, debentures or any other evidence of indebtedness and encumber the assets of the Partnership to secure repayment of borrowed sums; and no partner, bank, lending institution or other lender to which application is made for a loan by the General Partners shall be required to inquire as to the purposes for which such loan is sought, and as between this Partnership and such partner, bank, lending institution or other lender, it shall be conclusively presumed that the proceeds of such loan are to be and will be used for the purposes authorized under this Agreement; to obtain replacement or refinancing of any indebtedness or security therefor with respect to any Partnership property, or to repay the same in whole or in part and whether or not a prepayment penalty may be incurred; to increase, modify, consolidate or extend any mortgage or deed of trust placed upon any Partnership property; provided, however, that the interest rate on a loan or loans made by a partner

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to the Partnership shall be 10% per annum on the unpaid principal balance.

10.2.7. To improve, develop, operate and manage real estate; to construct, alter, demolish or repair buildings, structures, or other improvements on real estate; to settle boundary lines and to grant and reserve easements, covenants, rights-of-way and other rights or privileges with respect to real estate; and to partition and to join with co-owners and others in dealing with real estate in any way.

10.2.8. For purposes of any distributions in kind of property of the Partnership among the partners or for other purposes, to appraise (or have appraised) and evaluate the property to be thus distributed; and such appraisals and valuations shall be made by such person or persons as are selected or engaged by the General Partners, in their sole discretion, and shall be binding on all partners and any other persons interest in the Partnership and the property of the Partnership.

10.2.9. To make such elections under the tax laws of the United States, the several states and other relevant jurisdictions as to the treatment of items of income, gain, loss deduction and credit, and as to all other relevant matters, as the General Partners, in their sole discretion, deem necessary or desirable.

10.2.10. To make investments in government obligations, bank certificates of deposit, short-term debt securities, and short-term commercial paper, pending initial investment or future reinvestment of the

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Partnership's funds, or to provide a source from which to meet contingencies; provided, however, that no such investments shall be made that would cause the Partnership to be deemed an investment company under the Federal Investment Company Act of 1940.

10.2.11. To do all such acts and things and engage in all such proceedings, and to execute, acknowledge, seal and deliver all documents or instruments, although not specifically mentioned herein, as the General Partners, in their sole discretion, may deem necessary or desirable to conduct the business of the Partnership and to carry out the purposes of the Partnership and, in general, to carry on and do all things necessary to conduct the affairs of the Partnership with all the powers that an individual may have in dealing with his own affairs.

10.3. All powers of the General Partners hereunder may be exercised by them and any or all of such powers may be assigned or delegated by the General Partners to any other person except the Limited Partners, including persons and entities related to or affiliated with the General Partners.

10.4. In addition to the specific rights and powers herein granted to the General Partners, the General Partners shall possess and may enjoy and exercise all of the rights and powers of General Partners as provided in the MRUPLA.

10.5. The General Partners, or their delegate, as the case may be, shall devote such of their time to the business of the Partnership as they may, in their sole discretion, deem to be necessary to conduct said

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business. Any of the partners, or any stockholder, officer, director, employee or other person holding a legal or beneficial interest in any entity which is a partner, may engage in or possess an interest in other business ventures of every nature and description, whether or not in competition with the business of the Partnership, independently or with others, including, but not limited to, the ownership, financing, leasing, operation, management, syndication, brokerage and development of real property; and neither the Partnership nor the partners shall have any right by virtue of this Agreement in and to such independent ventures or to the income or profits derived therefrom.

10.6. The General Partners, on behalf of the Partnership, may contract with any person related to or affiliated with the General Partners, and the General Partners and such person related to or affiliated with the General Partners (including any of the directors, officers or employees of such person) their designees and nominees, shall not be liable to the Partnership or to any of the partners for damages, losses, liability or expenses of any nature whatsoever resulting from errors in judgment or any acts or omissions, whether or not disclosed, unless caused by willful misconduct.

11. Legal Title to Partnership Property. Legal title to all or any portion of the property of the Partnership shall be held in the name of "Jacobs Limited Partnership", or in such other manner as the General Partners, in their sole discretion, shall determine to be the best interest of the Partnership. Without limiting the foregoing grant of authority, the General

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Partners may arrange to have title taken and held in their own names or in the names of trustees, nominees or straw parties for the Partnership. It is expressly understood and agreed that the manner of holding title to the property (or any part thereof) of the Partnership is solely for the convenience of the Partnership, and that all such property shall be treated as Partnership property subject to the terms of this Agreement.

12. Status of Limited Partners.

12.1. No Limited Partner, in addition to the exercise of his rights and powers as a Limited Partner, shall take part in the control of the business of the Partnership.

12.2. The Limited Partners shall have no voting rights, except those pertaining to the dissolution and winding-up of the Partnership, as set forth in Section 15; the sale of all or substantially all of the assets of the Partnership, as set forth in this Section 12; and approving an amendment to this Agreement, as set forth in this Section 12.

12.3. The General Partners shall have the authority to amend this Agreement provided that any such amendment shall have received the consent of partners whose respective percentages of partnership interest exceed 50% of the total percentage of partnership interests of all partners in the Partnership and the agreement of a majority in number of the General Partners. A sale, exchange, lease, mortgage, pledge, or other transfer of all or substantially all of the assets of the Partnership shall require consent of partners whose respective percentages of partnership interest exceed 66 2/3% of the total percentage of partnership interests of all partners in the Partnership and the agreement of a majority in number of the General Partners. 0070

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12.4. Meetings of the Partnership for any purpose shall be held at the call of the General Partners. All such meetings shall be held at a place designated by the General Partners, and written notice of such location and of the date and time of the meeting shall be given by the General Partners to each Limited Partner at least 10 days prior to such date.

13. Assignability of Partnership Interests.

13.1. Except as otherwise provided in this Section 13, none of the General Partners shall have the right to withdraw from the Partnership or to assign all of their partnership interest in the Partnership. Any part but not all of the partnership interest of each General Partner, as General Partner, shall be assignable to a spouse, ancestor, descendant, brother or sister of a General Partner or to a testamentary or inter-vivos trust of which the beneficiaries are one or more of a group consisting of the spouse, ancestor, descendant, brother or sister of the General Partner, provided that such assignment does not terminate the Partnership for federal income tax purposes; and the assignee thereof shall be a Limited Partner entitled to all the rights and powers and shall be subject to all the restrictions and liabilities of a limited partner under this Agreement and the MRULPA.

13.2. Subject to the further provisions hereof and to the consent of a majority in number of the General Partners, the partnership interest of each Limited Partner shall be assignable, provided such assignments does not terminate the Partnership for federal income tax purposes. If the assigning Limited Partner so provides in the instrument of assignment, the assignee shall become a Limited Partner of the Partnership,

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provided that the assignee pays a fee not to exceed Five Hundred Dollars (\$500.00) to the Partnership to cover the costs and expenses of preparing, executing and filing of a Certificate of Amendment with the Department.

13.3. The partnership interest owned by an assignee who has not become a Limited Partner in accordance with the provisions of this Section 13 shall be assignable to the same extent as if such assignee had become a Limited Partner, but any such assignment shall be subject to all the provisions of this Section 13.

13.4. In the event of an assignment pursuant to this Section 13, the Partnership shall continue with respect to the remaining partners, appropriate adjustments shall be made to their capital accounts and partnership interests to reflect the assignment of the partnership interest of the assignor partner, and an election may be made by the General Partners, in their sole discretion, to adjust the basis of Partnership assets in accordance with Section 754 of the Internal Revenue Code of 1954, and the similar provisions of the tax law of any state or other jurisdiction.

13.5. Anything contained in this Agreement to the contrary notwithstanding, each of the Limited Partners hereby warrants and represents to the Partnership and to the General Partners, jointly and severally, that the partnership interest acquired by him is being acquired by him for his own account, for investment only, and not with a view to, the offer for sale or the sale in connection with, the distribution or transfer thereof. Each of the Limited Partners further warrants and represents to the Partnership and to

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the General Partners, jointly and severally, that he is not participating directly or indirectly, in a distribution or transfer of such partnership interest, nor is he participating, directly or indirectly, in the underwriting of any such distribution or transfer of such partnership interest. Each of the Limited Partners further warrants and represents to the Partnership and to the General Partners, jointly and severally, that he will not act in any way that would constitute him to be an underwriter, within the meaning of the Securities Act of 1933 (the "Act"), of such partnership interest.

Each of the partners hereby agrees that his partnership interest and any agreement or certificate evidencing such partnership interest shall be stamped or otherwise imprinted with a conspicuous legend in substantially the form set forth at the top of the first page of this Agreement. Such partnership interest shall not be transferable except upon the conditions specified in this Section 13.5. Each Limited Partner realizes and agrees that, by becoming a Limited Partner in the Partnership pursuant to the terms of his Agreement and the aforesaid legend, prior to any permitted transfer of a partnership interest he shall give sixty (60) days' written notice to the General Partners expressing his desire to effect such transfer and describing the proposed transfer. Upon receiving such notice, the General Partners shall present copies thereof to counsel for the Partnership and the following provisions shall apply:

(a) If in the opinion of such counsel the proposed transfer of such partnership interest may be effected without registration thereof under the Act, as then in force, or any similar statute then in force, and

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applicable state securities law, the General Partners shall promptly thereafter notify the holder of such partnership interest, whereupon such holder shall be entitled to transfer such partnership interest all in accordance with the terms of the notice delivered by such holder to the General Partners, this Agreement and upon such further terms and conditions as shall be required by counsel for the Partnership in order to assure compliance with the Act and applicable state securities law.

(b) If in the opinion of such counsel the proposed transfer of such partnership interest may not be effected without registration of such partnership interest under the Act and applicable state securities law, a copy of such opinion shall be promptly delivered to the holder who had proposed such transfer, and such transfer shall not be made unless such registration is then in effect.

Each Limited Partner realizes that his partnership interest is not and will not be registered under the Act or under the Maryland Securities Act (the "State Act") and that the Partnership does not file periodic reports with the Securities and Exchange Commission pursuant to the requirements of the Securities Exchange Act of 1934. Each Limited Partner also understands that the Partnership has not agreed with any Limited Partner to register his partnership interest for distribution in accordance with the provisions of the Act or the State Act, and that the Partnership has not agreed to comply with any exemption under the Act or the State Act for the sale hereafter of such securities. Hence, it is the understanding of each Limited Partner that by virtue of the provisions of certain rules respecting

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"restricted securities" promulgated under the Act, his partnership interest must be held by him indefinitely unless and until subsequently registered under the Act and applicable state securities law, unless an exemption from such registration is available, in which case Limited Partner may still be limited as to the amount of his partnership interest that he may sell.

14. General Partner Ceasing to be Such. The Partnership shall not be dissolved and the affairs of the Partnership shall not be wound-up upon either one of the two General Partners ceasing to be General Partners upon the happening of any of the events set forth in Section 10-402 of the MRULPA; so long as there shall be at least one General Partner of the Partnership remaining, the business of the Partnership shall be continued under this express right to do so.

15. Dissolution of the Partnership.

15.1. The Partnership shall be dissolved and its affairs shall be wound-up upon the first to occur of any of the following events:

15.1.1. The consent of the partners whose respective percentages of partnership interest exceed 70% in the aggregate of the total of 100% of the partnership interest of the Partnership.

15.1.2. The sale of all or substantially all of the Partnership assets.

15.1.3. The expiration of the term of the Partnership.

15.1.4. The unanimous consent of the General Partners.

15.1.5. All the General Partners cease to be such.

15.1.6. The entry of a decree of judicial dissolution under Section 10-802 of the MRULPA.

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15.2. Upon a dissolution of the Partnership the assets shall be liquidated, and the proceeds therefrom, together with assets distributed in order of priority as follows:

15.2.1. First, to creditors, including partners who are creditors, to the extent permitted by law, in satisfaction of the liabilities of the Partnership other than liability for distributions to partners under this Agreement.

15.2.2. Second, to the payment and discharge of any loans made by any of the partners to the Partnership.

15.2.3. Third, to the creation of any reserves which may be deemed reasonable necessary by the General Partners for contingent liabilities of the Partnership (which reserves shall be held in escrow or in trust).

15.2.4. Fourth, to partners and former partners in satisfaction of liabilities for distributions under this Agreement.

15.2.5. The balance remaining, if any, to partners first for the return of their contributions and second respecting their partnership interests in the proportion to each partner's respective percentage of partnership interest.

15.3. Upon the dissolution and the commencement of the winding-up of the Partnership, the General Partners shall execute and cause to be filed with the Department a Certificate of Cancellation of the Partnership.

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15.4. The General Partners shall not be personally liable for the return or repayment of all or any portion of the contributions of any partner; any such return or repayment shall be made solely from Partnership assets.

16. Bank Accounts.

The funds of the Partnership shall be deposited in such bank account or accounts as the General Partners shall deem appropriate, in their sole discretion, and the General Partners shall arrange for the appropriate conduct of such accounts.

17. Books of Account; Accounting Year; Audits; Reports to Limited Partners.

17.1. There shall be kept at the principal office of the Partnership all records required to be kept by the Partnership under Section 10-105 of the MRULPA. The partnership books shall be kept on the cash receipts and disbursements method or on accrual method as the General Partners, in their sole discretion, may determine.

17.2. A compilation or review shall be made as of the end of each Partnership Fiscal Year by such independent certified public accountants as the General Partners, in their sole discretion, may, from time to time, designate. Any partner shall have the right to inspect and copy the records of the Partnership designated in Section 10-105 of the MRULPA; provided such inspection and copying is made at the reasonable request and at the expense of the partner desiring the same and is made during ordinary business hours.

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17.3. The General Partners shall, within 90 days after the close of the Partnership's Fiscal Year, mail to the limited partners an annual report containing compiled or reviewed financial information of the business of the Partnership for such accounting year and shall, at the same time, furnish each partner of the Partnership with all of the information which is relevant to such partner for federal income tax purposes. The annual report may contain such other information as the General Partners, in their sole discretion, may determine. The General Partners may send to the limited partners such quarterly, semi-annual and other reports or other information as the General Partners, in their sole discretion, may designate.

18. Indemnification.

The Partnership shall indemnify and advance expenses to the General Partners to the fullest extent and in the manner provided for corporate directors in Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time. Such indemnification shall be made solely from the assets of the Partnership. For the purposes of this Section 18, a General Partner shall be deemed to be a director within the meaning of Section 2-418; the Partnership shall be deemed to be a corporation within the meaning of section 2-418; and the General Partners shall be deemed to be the board of directors within the meaning of Section 2-418.

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19. Miscellaneous Provisions.

19.1. Unless otherwise provided in this Agreement, no partner shall be liable to any other partner nor to the Partnership for any good faith act or omission to act in the exercise of his judgment under the provisions of this Agreement.

19.2. Nothing herein contained shall be construed to constitute any partner hereof the agent of any other partner or to limit in any manner the partners in the carrying on of their own respective business or activities.

19.3. All notices or other communications provided for herein shall be given by first class certified or registered U.S. mail, return receipt requested, all required postage prepaid, if to a Partner, to the address of the Partner set forth on the signature pages to this Agreement, unless notice of a change of address is given to the Partnership, and if to the Partnership, to the principal office of the Partnership as set forth in Section 3 hereto, or as later changed. Time periods shall commence on the date of mailing of a notice or any other communication. Any notice which is required to be given within a stated period of time shall be considered timely if postmarked before midnight of the last day of such period. All notices or other communications shall be deemed received when given, as aforesaid.

19.4. Each limited partner hereby makes, constitutes and appoints the General Partners, and each of them, with full power of substitution, his true and lawful attorney, for him and his name, place and stead and for his use and benefit to sign, seal and file with the Department

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the Initial Certificate of Limited Partnership of the Partnership admitting him as a Limited Partner to this Partnership in accordance with the laws of the State of Maryland or the laws of any other state in which such a certificate is required to be filed.

19.5. The power of attorney granted hereunder to the General Partners is a special power of appointment coupled with an interest, is irrevocable, and shall (to the extent permitted by applicable law) survive the disability of the Limited Partner.

19.6. The use of any gender herein shall be deemed to be or include the other genders and the use of the singular herein shall be deemed to be or include the plural (and vice-versa), wherever appropriate. The headings herein are inserted only as a matter of convenience, and reference, and in no way define, limit or describe the scope of this Agreement, or the intent of any provisions thereof.

19.7. This Agreement sets forth all (and is intended by all parties hereto to be an integration of all) of the covenants, promises, agreements, warranties and representations among the parties hereto with respect to the Partnership, the business of the Partnership and the property of the Partnership, and there are no covenants, promises, agreements, warranties or representations, oral or written, express or implied, among them other than as set forth herein.

19.8. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Wherever there is any conflict between any provision of this Agreement and any statute,

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CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

In Witness Whereof, the parties have executed this Agreement
as of the day and year first above written.

WITNESS:
Lucy Overbees
Lucy Overbees

Lucy Overbees
Lucy Overbees

Lucy Overbees
Lucy Overbees

GENERAL PARTNERS
Lawrence J. White (SEAL)
LAWRENCE J. WHITE
Karen V. White (SEAL)
KAREN V. WHITE

LIMITED PARTNERS
Lawrence J. White (SEAL)
LAWRENCE J. WHITE
Karen V. White (SEAL)
KAREN V. WHITE

Q.E. CAPITAL CORP
M. W. Haff (SEAL)
By: Maurice W. Haff, President

RJR ASSOCIATES, LTD.
Robert J. Rochette (SEAL)
By: Robert J. Rochette,
Vice President

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

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CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

DOCUMENT CODE

05^{M.H.}

BUSINESS CODE

COUNTY

52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging

(Transferor)

Surviving

(Transferee)

CODE AMOUNT FEE REMITTED

10 _____ Expedited Fee
20 _____ Organ. & Capitalization
61 _____ Rec. Fee (Arts. of Inc.)
62 _____ Rec. Fee (Amendment)
63 _____ Rec. Fee (Merger or
Consolidation)
64 _____ Rec. Fee (Transfer)
65 _____ Rec. Fee (Dissolution)
66 _____ Rec. Fee (Revival)
52 _____ Foreign Qualification
50 _____ Cert. of Qual. or Reg.
51 _____ Foreign Name Registration
13 _____ Certified Copy
56 _____ Penalty
54 _____ For. Supplemental Cert.
53 _____ Foreign Resolution
73 _____ Certificate of Conveyance

Name Change
(New Name)

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent
Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent
and Resident Agent's Address
_____ Other Change

76 _____ Certificate of Merger/Transfer

Code _____

75 _____ Special Fee
80 _____ For. Limited Partnership
83 50 _____ Cert. Limited Partnership
84 _____ Amendment to Limited Partnership
85 _____ Termination of Limited Partnership
21 _____ Recordation Tax
22 _____ State Transfer Tax
23 _____ Local Transfer Tax
31 _____ Corp. Good Standing
NA _____ Foreign Corp. Registration
87 _____ Limited Part. Good Standing
71 _____ Financial
600 _____ _____ Personal
Property Reports and _____
late filing penalties
70 _____ Change of P.O., R.A. or R.A.A.
91 _____ Amend/Cancellation, For. Limited Part.
Other _____
Other _____

ATTENTION:

MAIL TO ADDRESS:

TOTAL
FEES

50

☒ Check

Cash

NOTE:

Documents on _____ checks

APPROVED BY:

[Signature]

3328 0082

0000 0462

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
BONAVENTURE GROUP LIMITED PARTNERSHIP

BOOK -- 13 PAGE 0148

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MAY 1, 1991 AT 8:22 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3208287

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
HARRISON WETHERILL, JR., ESQUIRE
198 WEST STREET
ANNAPOLIS MD 21401

210C3040247

A 357072



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3328 0054

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

0000 0464